

Issue date: Jan 21, 2005



Iowa Department of Public Health
Promoting and protecting the health of Iowans

REQUEST FOR PROPOSALS

No. BD80500S326

NOTICE TO VENDORS

The Iowa Department of Administrative Services, GSE, on behalf of The Iowa Department of Public Health (IDPH) will be receiving sealed proposals until **3:00 p.m.**, Central Time, **March 14, 2005** for the Development and Implementation of a web based data base system for an:

EMS System Registry

Late proposals will not be considered. For information regarding this notice, and throughout the competitive acquisition process, interested service providers shall contact only the issuing officer:

Ashley Super
Purchasing Agent III
Iowa Department of Administrative Services, GSE
Purchasing Division
Hoover State Office Building –Level A
Des Moines, Iowa 50319-0105
Phone: 515-281-7073
Fax: 515-242-5974
E-mail: Ashley.Super@Iowa.gov

TABLE OF CONTENTS

CHAPTER 1 - ADMINISTRATIVE ISSUES

CHAPTER 2 – CONTRACTURAL TERMS AND CONDITIONS

CHAPTER 3 – SCOPE OF WORK AND MANDATORY REQUIREMENTS

CHAPTER 4 - PROPOSAL FORMAT AND EVALUATION CRITERIA

CHAPTER 5 - RESPONSE FORMATS

EXHIBIT A - BUSINESS REQUIREMENTS AND RULES MATRIX

EXHIBIT B - DMAT VOLUNTEER REQUIREMENTS AND RULES

ATTACHMENTS:

Attachment 1: Proposal Certification

Attachment 2: Certification of Independence and No Conflict of Interest

Attachment 3: Certification Regarding Debarment, Suspension, Ineligibility

Attachment 4: Authorization to Release Information

Attachment 5: Certification of Confidentiality

Attachment 6: Model Service Contract

Attachment 7: Model Software License Agreement

CHAPTER 1

ADMINISTRATIVE ISSUES

TABLE OF CONTENTS

Purpose and Background

- 1.1 Schedule of Events**
- 1.2 Inquiries**
- 1.3 Preparation of the Proposal**
- 1.4 Economy of Presentation**
- 1.5 Cost of Preparing the Proposal**
- 1.6 Amendment to RFP, Proposal and Withdrawal of Proposals**
- 1.7 Rejection of Proposals**
- 1.8 Proposal Obligations**
- 1.9 Date, Time and Place to Submit Proposal**
- 1.10 Certification of Independence and No Conflict of Interest**
- 1.11 Proposal Announcement**
- 1.12 Public Records and Request for Confidentiality**
- 1.13 Proposal Property of the State**
- 1.14 Proposal Evaluation and Award**
- 1.15 Gratuities**
- 1.16 Conflict between Terms**
- 1.17 Iowa Statutes and Rules**
- 1.18 News Releases**
- 1.19 Copy Rights**
- 1.20 Release of Claims**
- 1.21 Vendor Qualification**
- 1.22 Award Notice**
- 1.23 Appeals**
- 1.24 Miscellaneous**

CHAPTER 1 - ADMINISTRATIVE ISSUES

- Purpose and Background

In response to RQS 588 121404JLM01, the purpose of this RFP is to solicit proposals from qualified bidders to DEVELOP AND IMPLEMENT a database system that will contain permanent information on individuals credentialed as EMS providers. The database will also contain pertinent information on EMS Services. The intent of this RFP is to award a contract to that responsible bidder whose bid, conforming to this RFP, is most advantageous to the State, in terms of price and other factors as defined in this RFP document.

1.1 - Schedule of Events

- A. Prospective Vendors are invited to submit written questions and/or requests for interpretation or clarification concerning this RFP. The State must receive questions & requests for interpretation or clarification **before February 1, 2005**. Prospective Vendors may deliver questions by courier, fax, mail, or preferably via email only to the issuing officer.
- B. Prospective Vendors are encouraged to submit a written 'Intent to Propose' before February 1, 2005. Submitting an 'Intent to Propose' does not obligate the vendor to submit a proposal. An 'Intent to Propose' is not mandatory to bid. By submitting an 'Intent to Propose', the prospective vendor is guaranteed to receive amendments and notices to this RFP. The written 'Intent to Propose' must include the company name, mailing address, phone number, fax number and email address of the vendor's main contact for communications regarding this RFP. Prospective Vendors may deliver their 'Intent to Propose' by courier, fax, mail, or preferably via email and only to the issuing officer.
- C. The State will issue written responses to written questions and requests for interpretation or clarifications regarding the RFP that were submitted in a timely manner. The written responses will be sent to all Vendors who have submitted 'Intent to Propose'. The written response will be issued no later than the close of business, February 11, 2005.
- D. Proposals shall be received by the Department of General Services, Purchasing Division no later than 3:00 p.m., Central Time, March 14, 2005. Proposals received after the due date and time shall not be considered; late proposals shall be returned unopened to the sender.
- G. Proposals must be held firm and irrevocable, and may not be withdrawn by prospective Vendors for a period 180 days following the due date. In the event that the State and the successful Vendor are negotiating an agreement on or after the 180 days have elapsed from the date of the notice of intent to award or the date on which any appeals relative to this procurement are resolved, whichever is later, the Vendor agrees to hold its offer firm pending execution of an agreement with the State.
- H. No vendor conference or oral presentations are planned.

1.2 - Inquiries

- A. All inquiries concerning this RFP shall be submitted in writing to the issuing officer:
- Ashley Super, Purchasing Agent III
Iowa Department of Administrative Services, GSE
Hoover State Office Building – Level A
Des Moines, Iowa 50319-0105
Phone: 515-281-7073 Fax: 515-242-5974
E-mail: Ashley.Super@Iowa.gov
- B. During the procurement, including any period of evaluation, the Vendors shall contact only the issuing officer regarding this RFP. Discussing the RFP with any other State employee until the State issues a Notice of Intent to Award may result in disqualification.
- C. In NO CASE shall verbal communications override written communications. Only written communications are binding on the State.

The State assumes no responsibility for representations concerning conditions made by its officers or employees prior to the execution of a legal contract, unless such representations are specifically incorporated into this RFP or written addenda to the RFP. Verbal discussions pertaining to modifications or clarifications of this RFP shall not be considered part of the RFP unless confirmed in writing. Any information provided by the Vendor verbally shall not be considered part of that Vendor's proposal. Only written communications from the Vendor and received by the State shall be accepted.

1.3 – Preparation of the Proposal

The “Official Proposal” must be typewritten. Changes must be lined out and initialed. The proposal format set forth in Chapter 4 shall be followed. All answers that are given to the questions asked in the RFP are subject to verification. Misleading and/or inaccurate answers shall be grounds for disqualification at any stage in the procurement process.

The “Official Proposal” package containing the original signatures and six (6) copies, plus one soft copy on CD, shall be delivered in sealed package(s). All packages shall be clearly labeled with the following information:

Vendor's Name and Address
Contact Person and Contact Information
Project Title and RFP No.
Proposal Due Date and Time
Issuing Officers Name

1.4 - Economy of Presentation

Proposals shall not contain promotional or display materials. Proposals must address the technical requirements. All questions posed by the request for proposal must be answered concisely and clearly.

1.5 - Costs of Preparing the Bid Proposal

The costs of preparation and delivery of the proposal are solely the responsibility of the Vendor.

1.6 - Amendment to the RFP and Bid Proposal and Withdrawal of Proposals

The State reserves the right to amend the RFP at any time. The Vendor shall acknowledge receipt of an amendment in its proposal.

The Vendor may amend its proposal at any time prior to the due date of proposals. The amendment must be in writing, signed by the bidder and received prior to the time set for the receipt of proposals. Electronic mail and faxed amendments will not be accepted.

Upon written notice to the Issuing Officer, Vendors may withdraw, modify, or resubmit proposals at any time prior to the time set for the receipt of proposals. Electronic mail and faxed requests to withdraw proposals will not be accepted.

1.7 - Rejection of Proposals

The State reserves the right to accept or reject any part of any proposal, and to accept or reject any or all proposals without penalty. Any proposal may be rejected outright and not evaluated for any one of the following reasons:

- a. The vendor fails to deliver the bid proposal by the due date and time.
- b. The vendor fails to deliver the cost proposal in a separate envelope.
- c. The vendor states that a service requirement cannot be met.
- d. The vendor's cost proposal total exceeds \$250,000.00.
- e. The vendor's response materially changes a service requirement.
- f. The vendor's response limits the rights of the Agency.
- g. The vendor fails to include information necessary to substantiate that it will be able to meet a service requirement. A response of "will comply" or merely repeating the requirement is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the requirement are not sufficient.
- h. The vendor fails to respond to the Agency's request for information, documents, or references.
- i. The vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested.
- j. The vendor presents the information requested by this RFP in a format inconsistent with the instructions of the RFP.
- k. The vendor initiates unauthorized contact regarding the RFP with state employees.
- l. The vendor provides misleading, unbalanced or inaccurate responses.

1.8 - Proposal Obligations

The content of the proposal and any clarification thereto submitted by the successful Vendor shall become a part of the contractual obligation and incorporated by reference into the ensuing contract(s).

1.9 - Date, Time and Place to Submit Proposal

The "Official Proposal" shall be completed in the required format. One (1) original "Official Proposal" and six (6) copies of the "Official Proposal", plus one soft copy on CD, shall be received by:

Ashley Super, Purchasing Agent III
Iowa Department of Administrative Services, GSE
Hoover State Office Building – Level A
Des Moines, Iowa 50319-0105

The "Official Proposal" and copies shall be received no later than **3:00 P.M.**, Local Iowa Time, **March 14, 2005**. Proposals that are not submitted on time will be rejected, remain unopened, and not evaluated.

1.10 - Certification of Independence and No Conflict of Interest

By submission of a response to this RFP, the Vendor certifies that the proposal was developed independently. The Vendor also certifies that no relationship exists or will exist during the contract period between the Vendor and the State that interferes with fair competition or is a conflict of interest. The State reserves the right to reject a proposal or cancel the award if, in its sole discretion, any relationship exists that could interfere with fair competition or conflict with the interests of the State.

Each person signing this proposal certifies that:

1) Either:

A. The person in the Vendor's organization is responsible within that organization for the decision as to the prices being offered herein, that the person has not participated, and shall not participate in any action contrary to 1.11 (A) through 1.11 (C) above,

-- OR --

B. The person in the Vendor's organization is not responsible within that organization for the decision as to the prices being offered herein, but that the person has been authorized in writing to act as an agent for the persons responsible for such decision in certifying that such persons have not participated, and shall not participate in, any action contrary to 1.11 (A) through 1.11 (C) above, and as their agent does hereby so certify; and the person has not participated, and shall not participate, in any action contrary to 1.11(A) through 1.11 (C) above.

-- AND --

2) And that the offer made by the submitted proposal (and any clarifications to that proposal) shall be signed by an officer of the offering entity or a designated agent empowered to bind the entity in a contract.

1.11 - Proposal Announcement

The names of the Vendors who submitted proposals within the time frame permitted will be immediately available after the proposal due date to any person who requests such information. The announcement of names of Vendors who submitted a proposal **does not** mean that an

individual proposal has been deemed technically compliant and therefore is accepted for evaluation.

1.12 – Public Records and Requests for Confidentiality

- A. Before the Notice of Intent to Award is issued all details of proposals and scoring remain confidential. Upon issuance of a Notice of Intent to Award all proposals and scoring immediately become public information. The release of information by the State to the public is subject to Iowa Code Chapter 22 or other applicable law. Vendors are encouraged to familiarize themselves with these provisions prior to submitting a bid proposal. The State may treat all information submitted by a Vendor as public information unless the Vendor properly requests that information be treated as confidential at the time of submitting the proposal.
- B. Any requests for confidential treatment of information must be included in a cover letter with the Vendor's proposal and must enumerate the specific grounds in Iowa Code Chapter 22 or other applicable law which support treatment of the material as confidential and must indicate why disclosure is not in the best interests of the public. The request must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the State concerning the confidential status of the materials.
- C. Any documents submitted which contain confidential information must be marked on the outside as containing confidential information, and each page upon which confidential information appears must be marked as containing confidential information. The confidential information must be clearly identifiable to the reader wherever it appears. All copies of the proposal submitted, as well as the original proposal, must be marked in this manner.
- D. In addition to marking the material as confidential material where it appears, the Vendor must submit one hard copy, and one soft copy on CD, of the proposal and marked '**Public Copy**' from which the confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the document as possible. The 'Public Copy' be submitted with the cover letter and will be made available for public inspection.
- E. An entire proposal cannot be marked confidential. Only those sections that meet the criteria in Iowa Code Chapter 22 for confidentiality may be marked confidential.
- F. The Vendor's failure to request confidential treatment of material pursuant to this section and the relevant laws and administrative rules will be deemed by the State as a waiver of any right to confidentiality which the Vendor may have had.

1.13 – Proposal Property of the State

All proposals become the property of the State of Iowa and shall not be returned to the Vendor unless all proposals are rejected. In the event all proposals are rejected, Vendors will be asked to send prepaid shipping instruments to the State for return of the proposals submitted. In the event no shipping instruments are received by the State, the proposals will be destroyed by the State. Additionally, the evaluation documents created by the State will be destroyed in the event all

proposals are rejected. Otherwise, at the conclusion of the selection process, the contents of all proposals will be placed in the public domain and be opened to inspection by interested parties subject to the exceptions provided in Iowa Code Chapter 22 or other applicable law.

1.14 – Proposal Evaluation and Award

All proposals submitted shall be evaluated in accordance with the requirements set forth in Chapter 4 of this RFP. Any contract resulting from this RFP shall not necessarily be awarded to the Vendor with the lowest prices. Instead, this contract shall be awarded to the compliant Vendor who has the greatest number of points awarded as a result of the evaluation process.

1.15 – Gratuities

The laws of Iowa provide that it is a felony to offer, promise, or give anything of value or benefit to a state employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this statute will be turned over to the proper prosecuting attorney.

1.16 – Conflicts between Terms

The State reserves the right to accept or reject any exceptions taken by the Vendor to the terms and conditions of this RFP. Should the Vendor take exception to the terms and conditions required by the State, the Vendor's exceptions may be rejected and the entire proposal declared non-responsive. The State may elect to negotiate with Vendor regarding contract terms that do not materially alter the substantive requirements of the RFP or the contents of the Vendor's proposal.

1.17 – Iowa Statutes and Rules

Iowa Code chapters 18, and Chapter 401, Iowa Administrative Code, contain policies and procedures for the State of Iowa procurement under which this RFP is issued. The terms and conditions of this RFP, the resulting contract or activities based upon this RFP shall be construed in accordance with the laws of Iowa.

1.18 – News Releases

News releases or other materials made available to the public, the Vendor's clients or potential clients pertaining to this procurement or any part of the proposal shall not be made without the prior written approval of the Iowa Department of Administrative Services, GSE, Purchasing Division.

1.19 – Copy Rights

By submitting a proposal the Vendor agrees that the State may copy the proposal for the purposes of facilitating the evaluation or to respond to requests for public records. The vendor consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The State will have the right to use ideas or adaptations of ideas, which are presented in the proposals.

1.20 – Release of Claims

With the submission of a proposal, each Vendor agrees that it will not bring any claim or have cause of action against the State of Iowa based on any misunderstanding concerning the information provided herein or concerning the State's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

1.21 – Vendor Qualification Requirement

Prior to execution of a contract with a successful Vendor, the successful Vendor must be qualified to do business with the State of Iowa by registering with the Department of Administrative Services and with The Secretary of State as applicable.

1.22 -- Award Notice and Acceptance Period

A Notice of Intent to Award the contract will be forwarded to all vendors submitting a timely proposal. After the announcement of the apparent successful vendor, negotiation and execution of the contract shall commence. If the apparent successful vendor fails to negotiate and deliver an executed contract within 60 days from the date of award, the State, in its sole discretion, may cancel the award and award the contract to the next highest ranked vendor or withdraw the RFP. Before the Notice of Intent to Award is issued all details of proposals and scoring remain confidential. After the Notice of Intent to Award is issued all proposals and scoring immediately become public information pursuant to section 1.12.

1.23 -- Time Period within which to file an Appeal

A vendor whose proposal has been timely filed and who is aggrieved by the award of the department may appeal the decision by filing a written notice of appeal (in accordance with 11—Chapter 105.20, Iowa Administrative Code) to: The Director of the Department of Administrative Services, Hoover State Office Building, Des Moines, Iowa 50319-0104 with a copy to the issuing officer. The notice must be filed within five days of the date of the Intent to Award notice issued by the Department, exclusive of Saturdays, Sundays, and legal state holidays. The written notice may be filed by fax transmission to 515.242.5974. The notice of appeal must clearly and fully identify all issues being contested by reference to the page, section and line number(s) of the RFP and / or the notice of Intent to Award. A notice of appeal may not stay negotiations with the apparent successful vendor.

1.24 - Miscellaneous

- A. The State reserves the right to accept or reject any part of any proposal and to accept or reject any or all proposals without penalty.
- B. The State reserves the right to waive minor deficiencies and informalities if, in the judgment of the State, its best interest will be served.
- C. The State reserves the right to make a written request for additional information from a vendor to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Vendor's proposal if it materially alters the content of the proposal.
- D. The terms and provisions of this RFP shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in

connection with this RFP shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in the Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum.

- E. The Agency reserves the right to contact any reference to assist in the evaluation of the bid proposal, to verify information contained in the bid proposal and to discuss the vendor's qualifications and the qualifications of any subcontractor identified in the bid proposal. The Agency reserves the right to obtain and consider information from other sources concerning a vendor, such as the vendor's capability and performance under other contracts. The content of a bid proposal submitted by a vendor is subject to verification. The Agency reserves the right to conduct criminal history and other background investigation of the vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the vendor for the performance of the contract.

CHAPTER 2 - CONTRACTURAL TERMS AND CONDITIONS

The contract that the Agency expects to award as a result of this Request for Proposal will be based upon the bid proposal submitted by the successful vendor and this solicitation. The contract between the Agency and the successful vendor shall be a combination of the specifications, terms and conditions of the Request for Proposal, including the terms contained in **Attachments 6 and 7**, the offer of the vendor contained in the technical and cost proposals, written clarifications or changes made in accordance with the provisions herein, and any other terms deemed necessary by the Agency.

The contract terms contained in **Attachment 6 and 7** are not intended to be a complete listing of all contract terms but are provided only to enable vendors to better evaluate the costs associative with the RFP and the potential resulting contract. Vendors should plan on such terms being included in any contract awarded as a result of this RFP. All costs associated with complying with these requirements should be included in the revenue proposal or any pricing quoted by the vendor. By submitting a proposal, each vendor acknowledges its acceptance of these specifications, terms and conditions without change, except as otherwise expressly stated in its proposal. If a vendor takes exception to a provision, it must state the reason for the exception and set forth in its proposal the specific contract language it proposes to include in place of the provision. Exceptions that materially change these terms or the requirements of the RFP may be deemed non-responsive by the Agency, in its sole discretion, resulting in possible disqualification of the proposal.

The Agency reserves the right to either award a contract without further negotiation with the successful vendor or to negotiate contract terms with the selected vendor if the best interests of the Agency would be served.

The agreement term shall be the effective date both parties sign the agreement. The expiration date shall be the date agreed upon by both parties for the completion of the delivery, testing, and acceptance of the last deliverable stipulated in the schedule of deliverables as agreed upon by both parties incorporated in the contract. The contract should be set up as a renewable contract for any additional system enhancements or upgrades to the original software procurement to include maintenance, custom enhancements or staff training. Ten percent (10%) of the fee shall be withheld until the final acceptance of all deliverables. All shipping costs, operating costs and expenses, including travel and lodging, if any, shall be included in the price of deliverables as quoted in the cost proposal.

Confidentiality and Security of Information:

- a) Reports and case files containing individual personal information are confidential. The contractor is not authorized to release individual case reports, and access to individual case data is strictly controlled. The contractor personnel are required to work with case records as well as databases. It is a requirement that the data remain in a controlled access environment.
- b) Performance of work may require the contractor personnel to have access to and use data and information which may be considered proprietary to a government agency or which may otherwise be of such a nature that its dissemination or use, other than in performance of a subsequent work statement, would be adverse to the interest of the IDPH or others.
- c) The contractor agrees that contractor personnel will not divulge or release data or information developed or obtained in connection with the performance of the resulting contract. Except as may otherwise be permitted by a data owner, the contractor personnel agrees not to use, disclose or reproduce proprietary data, other than as required in performance of the contract.

CHAPTER 3

SCOPE OF WORK AND MANDATORY REQUIREMENTS

TABLE OF CONTENTS

3.0 - INTRODUCTION

3.1 - MANDATORY PROPOSAL REQUIREMENTS

3.2 - MANDATORY GENERAL REQUIREMENTS

3.3 - MANDATORY SYSTEM REQUIREMENTS including:

EXHIBIT A - BUSINESS REQUIREMENTS AND RULES MATRIX

EXHIBIT B - DMAT VOLUNTEER REQUIREMENTS AND RULES

CHAPTER 3 – SCOPE OF WORK AND MANADATORY REQUIREMENTS

3.0 - INTRODUCTION

The purpose of this RFP is to solicit proposals from qualified bidders to develop and implement a database system that will contain permanent information on individuals credentialed as EMS providers. The database will also contain pertinent information on EMS Services. The intent of this RFP is to award a contract to that responsible bidder whose bid, conforming to this RFP, is most advantageous to the State, in terms of price and other factors as defined in this RFP document.

3.1 - MANDATORY PROPOSAL REQUIREMENTS

- 1) Vendor proposals must include a detailed Work Plan explaining how the vendor intends to complete and obtain acceptance of their proposed solution to the requirements of this RFP. The Work Plan shall include, but is not limited to a statement of Project understanding, responsibility matrix (State and vendor), project tasks with milestones and objectives to provide the services and deliverables.
- 2) Vendor proposals must describe how the project will be managed, prioritized and controlled. This must include the project management structure (with organizational chart) and the method of project status reporting (include an example of a Management / Status Report).
- 3) Vendor proposals must include a detailed listing of the system support services, policies and procedures to be provided including guaranteed service levels of each and any exceptions or exclusions from these services.
- 4) During the last three (3) years, have you, a subsidiary or intermediary company or holding company had any of the following occurrences, if so, vendor must state details.
 - a) Had a contract terminated for default
 - b) Been assessed any penalties under any existing or past contracts with the State of Iowa or other governmental entities?
 - c) Been the subject of any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Contractor to engage in any business, practice or activity.
 - d) Had trading in the stock of the companies ever been suspended?
- 5) Contractor proposals must include a minimum of three (3) references; include project name / description, location, contact person with phone number. The vendor must have provided a system of size and scope similar to the system requested in this RFP to at least one (1) of the references.
- 6) Submit resumes of primary contractor staff that will be involved with fulfilling all requirements.

3.2 - MANDATORY GENERAL REQUIREMENTS

- A. Solutions must be web-based.
- B. Solutions must be permissions based allowing multiple access levels for end users.
- C. Solutions must ensure the ongoing protection of critical data.
- D. Solutions must register and track individuals as well as the services and/or teams that individuals may/may not be registered to.
- E. Solutions must function intuitively and be user-friendly.
- F. Solutions must adopt the concept of 'one place to enter and gather data' where ever possible
- G. Solutions must minimize management overhead and technical support needs
- H. Solutions must be cost effective and minimize per-user costs
- I. Solutions must be implemented and accepted by August 30, 2005
- J. Solutions must be based on a Microsoft SQL and .NET technology
- K. Solutions must be hosted and maintained by the Department
- L. Training & maintenance options must be presented in detail.
- M. Contractor must convert existing data into proposed solution under the supervision of IDPH.
- N. Vendor proposals must include a detailed proposed implementation schedule in number of days from date of contract execution.

A comprehensive implementation plan, schedule and work breakdown for full implementation must be included in proposal. Vendor must have a staff person available to participate on an implementation team at the IDPH; submitted proposal must include limitations regarding participation and qualifications of individual to be allocated. Vendor must work as a partner with the IDPH, assisting with the installation and integration of all software into the existing IT environment; submitted proposal must include all implementation services and costs associated. The vendor shall be responsible for installing and certifying that the system(s) are ready to begin acceptance testing.

- O. Following implementation and acceptance, the vendor must provide on-going technical support via telephone and/or email to IDPH and system users during regular business hours. Tiered maintenance service level agreements must be offered (i.e. platinum-level, gold-level, etc.).

- P. The product offered shall provide well-documented secure usage capabilities, for the following:
 - a) Password Security must interface with Windows Active Directory for User authentication.
 - b) E-Mail or Messaging Security.
 - c) Security Reporting.
- Q. The software offered must utilize Networking Protocols that ensure good security.
 - a) Network Protocols must be handled in a secure manner.
 - b) Network Ports are handled in a secure manner.
- R. The product offered must work with Firewalls in a secure manner.
 - a) Software must work with Network Firewalls in a secure manner.
 - b) Software works with Personal Firewalls in a secure manner.
- S. Bidder to provide a minimum Server Hardware Configuration specification required to run the application.
- T. The product offered must run on Microsoft 2000 Server OS.
 - b) Product licensing must be per server and not per user / seat.
 - c) The specified hardware configuration can support mirroring of data to a hot backup site.
- U. **SYSTEM ACCEPTANCE:** Bidder is to provide proposed acceptance criteria including demonstrated specified functionality of all system components. Tests based on simulated use of the system in the normal operating environment. The contractor shall perform the tests and document all results under the supervision of IPPH representative. The successful completion of these operational scenarios shall be documented.

3.3 - MANDATORY SYSTEM REQUIREMENTS

The System Registry project, as a whole, consists of nine (9) different required pieces. The following are high-level descriptions of the required components. **See Exhibit A** for additional complete requirements.

A. INDIVIDUAL REGISTRATION

1. Individuals will register for a certification class.
2. Rules apply for class registration based on what type of certification and individual currently holds, if any.

3. Individuals will register as a student, but can also register for an RN Exception, PA Exception, Pharmacist, or Medical Director.

B. IMPORT OF TEST DATA

1. Test score data from the National Registry of EMS needs to be imported into the application.
2. Based on the test score, some records will need to be updated to identify that an individual now holds an additional certification.
3. Not all test data is handled via the National Registry of EMS or at a State level. Training Programs approve 'endorsements' and need a place to enter Endorsement information for an individual.

C. RENEWAL

1. Individuals will renew their certifications.
2. There is a fee associated with most renewals, but not all.
3. Fee reports will be needed.
4. Upon renewal (or not renewing and the expiration date passes), the individual's status must be changed within their record. For example, if a renewal date passes and an individual did not renew or pay their fee, the system needs to show them as 'Expired'.

D. PUBLIC SEARCH

1. A public search via the IDPH website needs to be available.
2. The search needs to show much of the certified individual's information based on the filter criteria.

E. ENTITY REGISTRATION

EMS Services will register themselves as a Service.

F. ENTITY RENEWAL

1. Entities will renew their registration.
2. Upon renewal (or not renewing and the expiration date passes), the Service's status must be changed within their record. For example, if a renewal date passes and they did not renew, the system needs to show them as 'Expired'.

G. ENTITY RECORD

An EMS Service would have a roster associated with it available to view. This roster would come from the individual records. Therefore, when an individual's record was updated, the Service in which that individual is associated would also be updated.

H. ONSITE REVIEW

1. Services are reviewed on a timed basis.
2. Application should allow a place for Regional Coordinators to complete the Onsite Review information and tie it to a Service's record.

I. DMAT VOLUNTEER TRACKING

1. Application should allow a place for individuals to register for a DMAT team.
2. Application should allow an entity to register individuals within it as well as view all team members that fall in their geographic area.
3. **See Exhibit B** for additional complete requirements.

CHAPTER 4

PROPOSAL FORMAT AND EVALUATION CRITERIA

TABLE OF CONTENTS

Instructions

Proposal Contents

Evaluation Process

Points Awarded

4.0 PROPOSAL INSTRUCTIONS

The contents of the proposal shall be as defined in paragraph 4.1. Failure to adhere to these instructions shall cause rejection of the Contractor's proposal.

The sealed "Official Technical Proposal" and the separately sealed "Official Cost Proposal", containing the original signatures, six (6) duplicate copies, plus a separate soft copy on CD of each the Technical and Cost Proposal, in MS Word format, shall be delivered in a sealed package(s). All sealed packages and CDs shall be clearly labeled with the following information:

Contractor's Name and Address
Contact Person and Telephone
Project Title and RFP Number
Proposal Due Date and Time
Original (or Copy)
Technical Proposal (or Cost Proposal)

4.1 PROPOSAL CONTENTS

Proposals shall be submitted in two parts; a Technical Proposal and a Cost Proposal, separately sealed from each other. No pricing information shall be included in the Technical Proposal. All pricing information shall appear only in the Cost Proposal. Cost Proposals shall not be confidential. All Cost Proposals will remain unopened and separated from the Technical Proposals until the committee has completed its evaluation of the Technical Proposals. The Official Proposal shall consist of the following elements in the order given below.

A. TECHNICAL PROPOSAL

1. Cover or Title Page including RFP Reference Number, appropriately marked whether it is the Original, a Copy, or a "Public Copy".
2. Letter of Transmittal (The Contractor's letter of transmittal must be signed by an officer with the authority to bind the Contractor to providing the services proposed.)
3. Table of Contents
4. Executive Summary
5. The Contractor shall provide a positive statement of understanding or compliance with respect to Chapter 1 – Administrative Issues and to Chapter 2 – Contractual Terms and Conditions, including RFP Attachments 6 and 7.

The prospective Vendor shall provide a positive statement with respect to Chapter 2 of the RFP by stating that the prospective Vendor has read understands and will comply with the contents of Attachments 6 and 7. Failure to provide a statement will be deemed acceptance by the prospective Vendor of the terms and conditions as stated. The prospective Vendor may take exception to the terms and conditions as required by the State; however, the prospective Vendor's exceptions may be rejected and the entire proposal deemed non-responsive. The State may elect to negotiate with the successful Vendor(s) regarding contractual terms and conditions which do not

materially alter the substantive requirements of the proposal or the prospective Vendor's response to the RFP.

6. The Contractor shall provide the information requested and/or a positive statement of compliance with respect to each section of Chapter 3. The Contractor must also give detailed explanations as to how it will comply with each of the mandatory requirements if it is selected to provide the services requested by this RFP. Simple statements such as "will comply" may not be acceptable.
7. The Contractor shall provide the vendor information requested in Chapter 3.
8. Bidder is to submit to the Technical Proposal Format shown in Chapter 5 herein.
9. Signed Attachments 1 through 5.
10. One electronic copy of the Technical Proposal on CD included in the Original.
11. If available, a demonstration display application with capabilities similar to those required in this RFP may be provided on CD-ROM. Prospective vendors are otherwise discouraged from submitting advertising or marketing materials in response to the specific requirements of this RFP.

B. COST PROPOSAL:

1. Cover or Title Page
2. Table of Contents
3. The prospective Vendor shall include all completed Cost Proposal response forms, which are contained in Chapter 5 herein. The Cost Proposal response forms are the only format on which specific pricing or reference to pricing or costs shall appear.
4. An electronic copy of the Cost Proposal on a separate CD.

4.2 EVALUATION PROCESS

- A. The Issuing Officer for the Department of General Services, Purchasing Division shall receive all proposals. One "Official Copy", six (6) printed copies of proposals and one soft copy on CD shall be received by the State by **3:00 p.m., Central Time, March 14, 2005**. Late proposals shall be returned unopened to the sender. All Cost Proposals will remain unopened and separated from the Technical Proposals until the committee has completed its evaluation of the Technical Proposals.
- B. The State will review proposals for compliance with the proposal format instructions. This step will consist of the State verifications of each proposal's full compliance with Chapter 3 of the RFP.
- C. Proposals meeting all mandatory requirements will be further evaluated as specified below. The Proposals shall be reviewed and analyzed by the State's Evaluation Committee.

4.3 EVALUATION POINTS WILL BE AWARDED AS FOLLOWS:

- A. The Contractor's Proposal will be reviewed and analyzed by the State's evaluation committee. All mandatory requirements shall be met; ANY PROPOSAL FAILING TO DO SO SHALL BE DEEMED NONCOMPLIANT AND SHALL BE REJECTED AND NOT SCORED.

Proposals meeting the mandatory requirements will be further evaluated and points awarded based upon the documents provided by the bidder. No prospective vendor is promised a minimum or maximum number of points.

- B. Total maximum evaluation points of 10,000 points to be awarded as follows:

Proposed Solution and how well it is perceived to satisfy all requirements including maintainability, security and ease of implementation.	4,000
General Qualifications of Vendor and Experience.	2,000
Proposed Work Plan incl. Implementation and Acceptance Plans.	2,000
Total Cost , not to exceed \$250,000 (excluding on-going maintenance).	2,000

- C. The State reserves the right to make a written request or require an oral presentation for additional information from a Bidder to assist in understanding or clarifying a proposal. Any information received shall not be considered in the evaluation of the Contractor's proposal if it materially alters the content of said proposal.
- D. Technical proposals receiving less than 4000 points will not be evaluated further. Only the Cost Proposals for Technical Proposals receiving at least 4000 points will be evaluated.
- E. Cost Proposals will be evaluated and points awarded as follows:

The Total Cost will be ranked from least expensive to the most expensive. The proposal with the lowest total net cost shall receive the maximum number of points available for cost (2,000 points). Cost proposals with a total cost exceeding \$250,000 will be disqualified.

The cost scores for the other compliant proposals will be awarded relative to all compliant proposals. An example of how to determine the number of relative points to be awarded to all other Cost Proposals, the lowest bid can be used as the numerator with each of the other bids as the denominator. The resulting percentage times the total number of available points can be the total score awarded for cost to other compliant vendors. Points will be rounded to the nearest higher whole value.

Example for evaluating Cost: Vendor A quotes \$35,000; Vendor B quotes \$45,000; Vendor C quotes \$65,000.

Vendor B: $\frac{\$35,000}{\$45,000}$ = receives 78% of available points.

Vendor C: $\frac{\$35,000}{\$65,000}$ = receives 54% of available points.

REQUEST FOR PROPOSAL NO. BD80500S326

CHAPTER 5 - RESPONSE FORMATS

5.0 INTRODUCTION

This section of the RFP provides the required formats for the submission of administrative, technical, and cost responses for proposal evaluation purposes. Entering the specific responses required using the formats and the instructions provided for completion is of paramount importance for fair and consistent evaluation of the Vendor's offerings. Failure to follow this procedure shall be grounds for declaring the submitted proposal as noncompliant.

5.1 TECHNICAL RESPONSE FORMAT

The following Technical Proposal Response Format provides space for an answer and a reference to a specific location in the vendor's proposal where the answer is provided. This format shall be completed; and when completed, with attachments, shall constitute an entire response to this section of the proposal. That is, the Technical Proposal consists of completed Technical Response forms plus attachments and reference material. The Response Format is mandatory. Place the form in your Technical Proposal near your proposal's table of contents.

The items listed on each form have been divided into two (2) columns: The first is labeled "INCLUDED"; the second is labeled "LOCATION". "INCLUDED" means with a yes/no answer that this specific requirement has been provided within the Vendor Proposal and is included in the proposed service and costs. "LOCATION" is a specific reference to the precise location in the proposal response, which substantiates the answer.

5.2 COST RESPONSE FORMAT

The following Cost Proposal Response Format provides space for listing deliverables and itemized costs associated with the deliverable. No quoted costs shall be on a 'time and materials' basis, nor on a 'not to exceed' basis. All prices shall include all overhead expenses, and all travel and lodging expenses. When completed, with attachments, the cost proposal using this format shall constitute an entire cost response. Use of this Response Format is mandatory. Should additional attachments be needed to explain an offering, please cite each such attachment where applicable on the form. All information must be in ink or typewritten. **MISTAKES MUST BE LINED OUT AND INITIALED in ink.**

All costs submitted on the form shall be in U.S. Dollars FOB Destination. All costs submitted shall include all anticipated operating costs such as taxes, travel and boarding expenses.

TECHNICAL PROPOSAL RESPONSE FORMAT

REQUEST FOR PROPOSAL BD80500S326

REQUIREMENT (Requirements shown are not inclusive of all requirements stated in the RFP)	INCLUDED		LOCATION
Solutions must be web-based hosted by IDPH.	Y	N	
Permissions based allowing multiple access levels for end users.	Y	N	
Ongoing protection of critical data.	Y	N	
Register / track individuals as well as the services and/or teams.	Y	N	
User / Management friendly, concept of 'one place to enter data...	Y	N	
INDIVIDUAL REGISTRATION FUNCTION	Y	N	
IMPORT OF TEST DATA FUNCTION	Y	N	
RENEWAL FUNCTION	Y	N	
PUBLIC SEARCH FUNCTION	Y	N	
ENTITY REGISTRATION FUNCTION	Y	N	
ENTITY RECORD FUNCTION	Y	N	
ONSITE REVIEW FUNCTION	Y	N	
DMAT VOLUNTEER TRACKING FUNCTION	Y	N	
Implementation Plan	Y	N	
Data Conversion	Y	N	
Acceptance Criteria	Y	N	
Required Hardware configurations	Y	N	
Firewall issues.	Y	N	
Networking Protocols	Y	N	
Security issues	Y	N	
Technical Support once implemented.	Y	N	
Vendor Company Information	Y	N	
Three References	Y	N	
Training and Maintenance options.	Y	N	
Other (please list)	Y	N	

Submitted by: _____

Firm Name: _____

Address: _____

City, State, Zip _____

Telephone: _____

Fax: _____

e-mail Address: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

REQUEST FOR PROPOSAL NO BD80500S326

COST PROPOSAL RESPONSE FORMAT

Deliverable or Task (Vendor may list additional or more focused line items than shown)	U.S. Dollars FOB Destination
1. Develop and deliver 'Approved Work Plan'.	\$
2. Solution Development	
INDIVIDUAL REGISTRATION FUNCTION	
IMPORT OF TEST DATA FUNCTION	
RENEWAL FUNCTION	
PUBLIC SEARCH FUNCTION	
ENTITY REGISTRATION FUNCTION	
ENTITY RECORD FUNCTION	
ONSITE REVIEW FUNCTION	
DMAT VOLUNTEER TRACKING FUNCTION	
3. Implementation	
4. Develop and deliver 'Approved Acceptance Testing Plan'.	
5. Final Payment upon Acceptance.	
6. Completion of Training.	
TOTAL:	\$

Submitted by:

Firm Name:

Address:

City, State, Zip

Telephone:

Fax:

e-mail Address:

Signed:

Print Name:

Title:

Date:

Attach supporting itemized lists if applicable, a signed Federal W9 Tax Form and optional maintenance / support offers.

EXHIBIT A

SYSTEM REGISTRY BUSINESS REQUIREMENTS AND RULES MATRIX

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

Project: System Registry

Version: Version 1.0

Purpose: To provide online registration for EMS classes, students, and certifications, and to provide online renewal for Services and certified individuals as well as the ability for individuals and Services to be able to access and update their records.

1.0:	Definitions	Page 2
2.0:	General	Page 4
3.0:	Reporting	Page 5
4.0:	Security	Page 13
5.0:	Training	Page 14
6.0:	User Administration	Page 15
7.0:	Registration	Page 18
8.0	Class Registration	Page 19
9.0	Student Registration	Page 21
10.0	Service Registration - Rules	Page 23
11.0	Service Registration	Page 24
12.0	Satellite Office Registration	Page 28
13.0	Medical Director Registration	Page 30
14.0	Pharmacy Registration	Page 31
15.0	RN Exception Registration	Page 33
16.0	PA Exception Registration	Page 34
17.0	Student Testing	Page 35
18.0	Certification	Page 37
19.0	Endorsement	Page 39
20.0	Certification Renewal	Page 40
21.0	Service Renewal	Page 43
22.0	RN Exception Renewal	Page 44
23.0	PA Exception Renewal	Page 45
24.0	Public Search – Certification and Endorsement	Page 46
25.0	Onsite Review	Page 47

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

1.0 Definitions

Term	Definition
Endorsement	Providing approval in an area related to emergency medical care including, but not limited to, emergency rescue technician and emergency instructor.
Active Status	Licensed to function as an EMS provider. An individual who holds this status has passed certification requirements and/or renewal and it's been approved by State.
Expired Status	If expiration date has passed and an individual has not renewed their certification.
Extension Status	Granted by the State EMS Office for those individuals whose certification has expired, but have the opportunity to renew after their expiration date without officially becoming 'expired'.
Incomplete Status	Status granted if a year has passed since the class end date and the class was not failed.
On Hold Status	Status granted if an individual answers 'yes' to one or more of the certification questions upon class registration.
Pending Status	Status granted if an individual answers 'no' to all of the certification questions upon class registration.
Class	A course held by a Training Program that leads to certification or endorsement.
PA Exception	A Physician's Assistant supplementing the staffing of an EMS Service.
RN Exception	A Registered Nurse supplementing the staffing of an EMS Service Program.
Medical Director	Any Iowa licensed physician who is responsible for overall medical direction of an EMS Service.
Pharmacy	A licenses pharmacy owning responsibility for drugs in the possession of an EMS Service.
Practical exam	The approved psychomotor evaluation tool used by IDPH in certifying EMS providers.
Written exam	The approved cognitive evaluation tool used by the Department in certifying EMS providers.
Certification	The process by which the Department grants recognition of meeting the requirements to be a FR, EMT-B, EMT-I, EMT-P or PS.
Service – Transport	Public or privately owned service program, which uses ambulances in order to provide patient transportation and emergency medical services.
Service – Non-transport	Public or privately owned rescue or First Response service program which does not provide patient transportation (except when an ambulance is available or in a disaster situation) and utilizes only rescue or First Response vehicles to provide emergency medical care at the scene of an emergency.
Service – Temporary	Means a service program that is authorized to provide emergency medical care at a level higher than basic care, at an event.
Satellite Office	An ambulance service or non-transport service that is owned and operated by a Service based in the same city.
Onsite Review	An inspection by IDPH once every three years to ensure compliance with the Iowa Code and Administrative Rules.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

CQI Policy	Policy that outlines an ongoing process used by service programs to monitor standards at all EMS operational levels including structure, process, and outcomes of the patient care event.
Regional Coordinator	IDPH person responsible for ensuring compliance of Iowa Code and corresponding rules regulating providers and service programs in one of the six EMS regions.
CTRE	Current application used to enter and store Service data.
Training Program	An NCA-approved Iowa college, the Iowa law enforcement academy or an Iowa hospital approved by the department to conduct emergency medical care training.
Course Coordinator	An individual who has been assigned by the Training Program to coordinate the activities of an emergency medical care provider course.
Primary Instructor	An individual who is responsible for teaching the majority of an emergency medical care provider course.
CCT Endorsement	Endorsement issued to paramedic level services that wish to provide specialty care patient transportation when medically necessary, for a critically ill or injured patient needing critical care paramedic skills, between medical facilities.
Transport Agreement	Written agreement between two or more service programs that specifies the duties and responsibilities of the agreeing parties to ensure appropriate transportation of the patients in a given Service area.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

2.0 General

ID	Requirement	Priority (R/O)
2.1	Application consists of the following main elements: <ul style="list-style-type: none">• Registration<ul style="list-style-type: none">• Class• Individual• Service• Testing• Renewal<ul style="list-style-type: none">• Individual• Service• Onsite Review• Public Search	Required
2.2	Information currently contained in the EMS Certification Database and the CTRE applications should be loaded to the new system. Business users will be responsible for “cleaning up” this data prior to the load.	Required
2.3	History of all records must be maintained and viewable. History should include dates and type of event that has happened within that record. History should include: <ul style="list-style-type: none">• Date and type of certification• Date and type of last letter printed• Date last card printed	Required
2.4	All records should include a section for ongoing ‘Comments’ that should be used at a State level only.	Required
2.5	Throughout the application, the entry of a zip code should pre-fill the city, state, and county within the borders of Iowa. However, ‘Out of state’ and ‘Out of country’ should be allowable selections instead of the entry of a zip code.	Required
2.6	All possible fields that can be pre-filled throughout the application should do so.	Required
2.7	Entry by an admin at the State level needs to be possible for those people who do not use the application and send in paper forms.	Required
2.8	Upon entry to the system, individuals and Services must read a statement approved by the Attorney General stating the legality and rules of the information they provide.	Required
2.9	Trauma information will be added as part of Version 2.0	Optional

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

3.0 Reporting

ID	Requirement	Priority (R/O)
3.1	<p>Class List Report:</p> <ul style="list-style-type: none">• Class number• Class start date• Class end date• Location• Instructor <p>Filter by:</p> <ul style="list-style-type: none">• Class start date• Class end date• Instructor last name• Instructor first name <p>Order by:</p> <ul style="list-style-type: none">• Class number	Required
3.2	<p>Class Registrant Report:</p> <p>View unique class information as well as a list of all registrants for that given class.</p> <p>Class information:</p> <ul style="list-style-type: none">• Physical location name• City• Zip code• Instructor last name• Instructor first name• Start date• End date• Total classroom time (hours)• Clinical/field - total number of patient contacts• Class number <p>Registrant information:</p> <ul style="list-style-type: none">• First name• Last name• Student number• Status <p>Filter by:</p> <ul style="list-style-type: none">• Date range (Class Start Date)• Training Program <p>Frequency:</p> <ul style="list-style-type: none">• This report should be on demand and approved by the	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	Training Program. The Training Program must approve the list. Once this approval takes place, the State Certification level should proof the final list in order for it to become 'live data'.	
3.3	<p>Beyond Two Years From Class End Date Report:</p> <p>List the class registrants who have not taken the assigned licensure test two years after the Class End date.</p> <ul style="list-style-type: none"> • Last name • First name • Social security number • Student number • Class end date <p>Filter by:</p> <ul style="list-style-type: none"> • Date range (use Class End Date) • Training Program <p>Frequency:</p> <ul style="list-style-type: none"> • On demand <p>Rules:</p> <ul style="list-style-type: none"> • This report is based solely on status and is for all statuses other than active. 	Required
3.4	<p>On Hold Report:</p> <p>List individuals who answered 'yes' to one or more of the Certification questions.</p> <ul style="list-style-type: none"> • Student last name • Student first name • Student number • Social security number <p>Filter by:</p> <ul style="list-style-type: none"> • Date range (deemed 'on hold') <p>Order by:</p> <ul style="list-style-type: none"> • Student last name, then by student number <p>Frequency:</p> <ul style="list-style-type: none"> • On demand 	Required
3.5	<p>On Hold Letters:</p> <ul style="list-style-type: none"> • A letter should be generated to all individuals, one time per class registration, who answer 'yes' to one or more of the Certification questions. • Application should have the ability to print all pending letters or select from a list of all letters to be printed. 	Required
3.6	<p>Pending Letters:</p> <ul style="list-style-type: none"> • A letter should be generated to all individuals whose status has been changed from On Hold to Pending. 	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none"> Application should have the ability to print all pending letters or select from a list of all letters to be printed. 	
3.7	<p>Test Failure Summary Report:</p> <p>For all tests that were noted as 'failed', list the following:</p> <ul style="list-style-type: none"> Last name First name Social security number Class number Class end date Attempt number Total number of test 'passes' for the same given test Total number of test 'failures' for the same given test <p>Filter by:</p> <ul style="list-style-type: none"> Date range Training Program <p>Frequency:</p> <ul style="list-style-type: none"> On demand 	Required
3.8	<p>Failure Notification Letters:</p> <p>For all tests that were noted as 'failed, a standard letter containing the individual's unique contact information should be accessible.</p> <ul style="list-style-type: none"> Last name First name Address line 1 Address line 2 City State Zip code Test attempt number Class end date <p>For all of those individuals who do not have an e-mail address as part of their demographic information, this letter should be sent via postal mail by the State EMS office, otherwise, the system should e-mail this individualized letter to all people who failed the exam.</p> <p>Frequency:</p> <ul style="list-style-type: none"> On demand after import of test data 	Required
3.9	<p>Retest Letters:</p> <p>For all tests that were noted as 'failed <u>and</u> it was an individual's third attempt, a standard letter containing the individual's unique contact information should be accessible.</p> <ul style="list-style-type: none"> Last name 	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none"> • First name • Address line 1 • Address line 2 • City • State • Zip code • Test attempt number • Class end date <p>For all of those individuals who do not have an e-mail address as part of their demographic information, this letter should be sent via postal mail by the State EMS office, otherwise, the system should e-mail this individualized letter to all people who failed the exam.</p> <p>Frequency:</p> <ul style="list-style-type: none"> • On demand after import of test data 	
3.10	<p>Expired Certification Report:</p> <p>List all certified individuals whose certifications are expired.</p> <ul style="list-style-type: none"> • Certified individual's last name • Certified individual's first name • Expiration date • Certification number • Social security number <p>Filter by:</p> <ul style="list-style-type: none"> • Date range • Service <p>Order by:</p> <ul style="list-style-type: none"> • Student last name, then by student number <p>Frequency:</p> <ul style="list-style-type: none"> • On demand 	Required
3.11	<p>Change of Status Report:</p> <p>List all individuals whose status has changed</p> <ul style="list-style-type: none"> • Last name • First name • Previous status • Current status • Date of status change <p>Filter by:</p> <ul style="list-style-type: none"> • Date range <p>Order by:</p> <ul style="list-style-type: none"> • Last name, then current status 	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

3.12	Change in Level of Certification Report: List all individuals who have had a change in their level of certification <ul style="list-style-type: none">• Last name• First name• Previous level of certification• Current level of certification• Date of certification change Filter by: <ul style="list-style-type: none">• Date range Order by: <ul style="list-style-type: none">• Last name, then by current level of certification	Required
3.13	Volunteer Tracking Report: For those people who have answered positively to volunteering in the event of an emergency in Iowa: <ul style="list-style-type: none">• Last name• First name• Date (of positively answering question)• Total number For those people who have answered positively to volunteering in the event of an emergency outside of Iowa: <ul style="list-style-type: none">• Last name• First name• E-mail address• Phone number• Date (of positively answering question)• Total number For those Services who have offered to lend equipment in the event of an emergency: <ul style="list-style-type: none">• Service name• Service type• E-mail address• Phone number• Number of ambulances willing to lend• Number of trailers willing to lend• Number of special equipment will to lend• Number of vehicles willing to lend	Required
3.14	Label Report: Ability for the general public to view and print labels with the following information for all certified or endorsed individuals as well as Services:	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none"> • Last name (if applicable) • First name (if applicable) • Middle initial (if applicable) • Service name (if applicable) • Street address line 1 • Street address line 2 • City • State • Zip <p>Filter by:</p> <ul style="list-style-type: none"> • Region • County • City • Certification level • Endorsement type • Service type <p>Frequency:</p> <ul style="list-style-type: none"> • On demand <p>Security:</p> <ul style="list-style-type: none"> • Fees will be associated with the printing of labels. For those individuals who select the labels, an acknowledgement statement is necessary in order for them to indicate that they will be responsible for paying the associated fee. 	
3.15	<p>Invoice Report:</p> <ul style="list-style-type: none"> • Service organization • Mailing address • Contact person • Date of electronic label acquisition • Total fees • Description of fees • Payment information 	Required
3.16	<p>Fee Report:</p> <ul style="list-style-type: none"> • Fee payer last name • Fee payer first name • Fee payer social security number • Fee type (see local sub-table below) • Fee amount • Total dollar amount for each fee type • Fee payment instructions 	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<p>Fee types:</p> <ul style="list-style-type: none"> • Renewal fees • Endorsement fees • Testing fees • Replacement card fees • Status change fees • Late fees • Reinstatement fees • Other (specify) fees 	
3.17	<p>Certification Cards:</p> <ul style="list-style-type: none"> • Once an individual is approved after passing a test or upon renewal of their certification, users should have the ability to print a certification card for them. • Cards will be printed and mailed out at the State level. • Specs and size will be determined when the application is at this point in development. 	Required
3.18	<p>Service Directory Roster:</p> <ul style="list-style-type: none"> • Service provider <ul style="list-style-type: none"> • Certified individuals last name • Certified individuals first name • Certification type of each individual • Expiration date for each individual • Volunteer status of each individual (in Iowa) • Volunteer status of each individual (outside of Iowa) <p>Filter by:</p> <ul style="list-style-type: none"> • Service • County <p>Frequency:</p> <ul style="list-style-type: none"> • On demand 	Required
3.19	<p>Operational Requirements Deficiencies:</p> <p>Anytime a Service answers "no" to one or both of the Operating Requirements questions, an e-mail should be sent to the appropriate Regional Coordinator.</p> <p>E-mail should contain the following, at a minimum:</p> <ul style="list-style-type: none"> • Service agency name • Date question(s) were answered • Answers to all Operational Deficiency answers • User who answered the questions 	Required
3.20	<p>Onsite Review Due:</p> <p>List all Services Agencies, which have an Onsite Review due during the selected date range. The due date should also be listed.</p>	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<p>Filter by:</p> <ul style="list-style-type: none"> • Date range (of Onsite Review due dates) • Service type • Regional Coordinator responsible <p>Order by:</p> <ul style="list-style-type: none"> • Regional Coordinator, then Service type 	
3.21	<p>Timeframe for Deficiency Resolution:</p> <p>List all Services whose timeframe for deficiency resolution has passed.</p> <ul style="list-style-type: none"> • Date resolution period ended • Total number of days given for the resolution <p>Filter by:</p> <ul style="list-style-type: none"> • Date resolution period ended • Service type <p>Order by:</p> <ul style="list-style-type: none"> • Service type 	Required
3.22	<p>Service Agency Changes Report:</p> <p>An e-mail should be sent to the appropriate Regional Coordinator anytime a Service agency within their EMS Region makes one or more changes in their record.</p> <p>E-mail should contain the following information:</p> <ul style="list-style-type: none"> • Service Agency number • Service Agency name • Service Agency user who made changes • Actual changes that were made 	Required

ID RULE

R3.1	All letters should be dynamic and users should have the ability to change wording at any time without going through the Bureau of Information Management or the contractor.
------	---

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

4.0 Security

ID	Requirement	Priority (R/O)
4.1	Application needs to utilize the Bureau of Information Management's standard security infrastructure.	Required
4.2	The collection of a social security number is required as a part of this application by 42 U.S.C. Section 666(a)(13) and Iowa Code Section 252J.8(1). This is necessary to accurately identify licensees and also used in the collection of child support obligations. The Attorney General has approved this collection at that level. In addition, security measures will be taken to ensure that social security numbers need only be collected upon initial registration into the system. In addition, social security numbers will never be displayed in the application.	Required
4.3	A unique ID may be requested by a user who prefers not to use their social security number to identify themselves in this application.	Required
4.4	A large number (1000s) of usernames and passwords will be assigned for this application.	Required
4.5	Application will contain the following levels of security: <ul style="list-style-type: none">• System admin level (Internal)• Admin level (Internal)• State level (Internal)• Training Program level (External)• Course Coordinator level (External)• User level (External)• Service Agency Director (External)• Regional Coordinator level (Internal)	Required
4.6	The System Admin level will grant access to the Admin.	Required
4.7	The Admin will be able to assign users, view and modify all data, and approve all data updates.	Required
4.8	The State level will be able to view all data.	Required
4.9	The Training Program level will be able to register a course and view the Class Registration and Test Failure Reports.	Required
4.10	The Course Coordinator level will be able to make changes to a class registration.	Required
4.11	The User level will be able to register for courses and apply for changes in levels of certification as well as view and update their data.	Required
4.12	The Service Agency level will be able to enter and view all information for their given agency as well as update that record.	Required
4.13	The Regional Coordinator level will be able to view all data and edit all information for the Services within their coverage area.	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

5.0 Training

ID	Requirement	Priority (R/O)
5.1	Training of the application will be done by the business users. This application will change the existing business processes slightly and these changes will need to be a part of the training.	These requirements will be created based on the outcome of the 'big' system.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

6.0 User Administration

ID	Requirement	Priority (R/O)
6.1	To use this application, one must be registered as a user.	Required
6.2	Users should be assigned by the Admin level and the administration of this component should follow the same structure as that that exists within the Health Alert Network (HAN).	Required
6.3	Users will consist of the following types: <ul style="list-style-type: none">• Student• Certified individual• Endorsed individual• Training Program• Service Director• Service Agency• Medical Director• Pharmacist• RN Exception• PA Exception• Regional Coordinator• State Staff	Required
6.4	General user information to be collected for all registrants. This information should be collected initially and should be shown to each user each time the enter the system with the option to edit the noted fields.* Individuals <ul style="list-style-type: none">• Last name (req)• *Suffix• First name (req)• Middle initial• *Street address line 1 (req)• *Zip code (req)/'out of state?/'out of country?'• Social security number• Date of birth (req)• Gender (req)• *Home phone number (req)• *Cell phone number• *E-mail address• *Working as an EMS provider outside of an authorized EMS Service agency? (req)• *Service agency association(s) (if applicable, limit of 4)• *Individual disaster questions (if applicable)	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none"> • *Service disaster questions (if applicable) • *Ambulance question (if applicable) 	
6.5	<p>Training Program Registration:</p> <ul style="list-style-type: none"> • Contact first name • Contact last name • Training Program name • Location name • Address line 1 • Address line 1 • City • State • Zip • County • Training Program number • Training Program level (same levels as certification) <p>Levels:</p> <ul style="list-style-type: none"> • F - First Responder • B - EMT – Basic • I - EMT – Intermediate • P - EMT – Paramedic • PS - Paramedic Specialist • CCP – Critical Care Paramedic 	Required
6.6	<p>Service Registration:</p> <ul style="list-style-type: none"> • Ambulance • Non-transport <p>Service Program Demographic Information:</p> <ul style="list-style-type: none"> • Service Program Name (read-only) <p>Physical Address (req)</p> <ul style="list-style-type: none"> • Address Line 1 • Address Line 2 • Zip code <p>Mailing Address (if different than above):</p> <ul style="list-style-type: none"> • Address Line 1 • Address Line 2 • Zip code <p>Service Owner or Representative Demographic Information:</p> <ul style="list-style-type: none"> • Last name (req) • First name (req) • Business telephone number (req) 	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none">• Evening telephone number (if applicable)• Cell phone number• Fax number• Pager number• E-mail address <p>Service Contact Demographic Information: (if applicable)</p> <ul style="list-style-type: none">• Last name (req)• First name (req)• Daytime telephone number (req)• Evening telephone number (if applicable)• Cell phone number• Fax number• Pager number• E-mail address	
--	---	--

ID RULE

R6.1	The history of an individual's record, to include certifications and endorsements held, should be viewable, but not editable.
R6.2	An individual may be associated with any given Service and up to four Services.
R6.3	A training program can only be removed/made Inactive by the State Admin.
R6.4	The Training Programs cover the entire state, however, a Training Program is not limited to covering a specific region or county.
R6.5	Training Program numbers should be two digit sequential numbers. Already established numbers should be assigned to the existing Training Programs. Newly registered Training Programs should be assigned the next sequential number.
R6.6	Training Program numbers should never be reused, even if a Training Program is discontinued.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

7.0 Registration

ID	Requirement	Priority (R/O)
7.1	Registration types: <ul style="list-style-type: none">• Class registration• Student registration• Service agency registration (Transport, Non-transport, Temporary, Satellite)• RN Exception registration• PA Exception registration• Medical Director registration• Pharmacy registration	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

8.0 Class Registration

ID	Requirement	Priority (R/O)
8.1	<p>Class Registration:</p> <ul style="list-style-type: none">• Class certification level (local sub-table below) (req)• Class number (aa-##-####) (should be read-only and auto-generated) <i>see logic in rules</i>• Physical location name (req)• Street address line 1• Street address line 2• City• State• Zip code (req)• Course coordinator (selection list should consist of all Instructors with associations to the selected Training Program) (req)• Primary instructor name (selection list should consist of all Instructors with associations to the selected Training Program) (req)• First assistant instructor last name (if applicable)• First assistant instructor first name (if applicable)• Second assistant instructor last name (if applicable)• Second assistant instructor first name (if applicable)• Third assistant instructor last name (if applicable)• Third assistant instructor first name (if applicable)• Assistant instructor social security number (if applicable)• Class start date (req)• Class end date (req)• Total classroom time (hours) – didactic (req)• Total classroom time (hours) - clinical time• Total classroom time (hours) – field time• Total number of clinical patient contacts• Total number of field patient contacts	Required
8.2	<p>Certification Levels:</p> <ul style="list-style-type: none">• F - First Responder• B - EMT – Basic• I - EMT – Intermediate• P - EMT – Paramedic• PS - Paramedic Specialist	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

ID	RULE
R8.1	Each Training Program will be responsible for registering the classes that they sponsor.
R8.2	<p>Class # format is as follows: aa-##-####</p> <p>First letters are the certification level. F,B,I,P, PS. If the Certification Level is only one letter, the class format should begin with only one letter.</p> <p>The second numbers are the Training Program identifiers and are always two digits.</p> <p>The last four digits should be a sequential auto-generated number. If possible, the sequential numbers should not continue on from one Training Program to another, rather the numbers should begin again. Also, the first digit of the last set of numbers should not be viewable.</p>
R8.3	A class must be registered prior to the Class Start Date. The Admin is the only one who can register a class after this date
R8.4	The Course Coordinator and Class Instructor can be the same person, but often times are different individuals.
R8.5	The Primary Instructor and Course Coordinator will always hold an Instructor certification, however assistant instructors do not require a certification.
R8.6	A Training Program has the potential of holding multiple classes for all certification levels during the same time period.
R8.7	It is a possibility that a Training Program located on one end of the state will hold a class on the other end, therefore, there are no parameters for registers a class in particular zip codes.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

9.0 Student Registration

ID	Requirement	Priority (R/O)
9.1	When registering for a class, the individual should be required to enter the desired class number. This number should not be a selection.	Required
9.2	This class number entered should then bring up the following unique Class Registration information for the registrant to view (read-only) as they fill out the registration information: <ul style="list-style-type: none">• Class certification level• Physical location name• City• Class start date• Class end date	Required
9.3	Certification questions: (req) <ul style="list-style-type: none">• Do you have a medical condition, which in any way impairs or limits your ability to provide emergency medical care? "Medical condition" means any physiological, mental, or psychological condition, impairment, or disorder, including drug addiction and alcoholism.• Have you within the past 5 years engaged in the illegal or improper use of drugs or other chemical substances?• Have you ever been convicted of, found guilty of, or entered a plea of no contest to a felony or misdemeanor crime? (other than minor traffic violations with fines under \$100.00)• Has any state or other jurisdiction of the United States or any other nation ever limited, restricted, warned, censured, placed on probation, suspended, revoked, or otherwise disciplined a license issued to you?• Have you ever been sued in connection with your emergency medical functions in this or any other state?	Required
9.4	A student must be required to answer the following Status Verification question if they answered "yes" to any of the Certification questions. Status Verification Question: (req, if applicable) <ul style="list-style-type: none">• I have previously submitted the required information for the question(s) listed above with a "yes" response and have been previously approved by the Bureau. I have had no change in my status pertaining to the "yes" answer(s) since being approved?	Required
9.5	Individual disaster questions: <ul style="list-style-type: none">• Would you be willing to respond to a disaster in Iowa?• Would you be willing to respond to a disaster that occurred outside of Iowa?	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

9.6	<p>After submitting all of the relevant class registration information, verification should be displayed to the registrant, which should include the following:</p> <ul style="list-style-type: none"> • Class number • Class level • Physical location • City • Start date • End date 	
-----	--	--

ID RULE

R9.1	The class instructor will provide the class number to the students to enter for registration.
R9.2	Students must be registered by 14 days after the Class Start Date. If a student tries to register after these 14 days have passed, they should be instructed to contact their given Training Program. The Training Program should then have the ability to register that student, if desired.
R9.3	<p>Any member of the general public as well as individuals who currently hold a certification can register for a class. However, the classes for which an individual can register are limited by the class requirements.</p> <ul style="list-style-type: none"> • All registrants for all classes must be at least 17 years of age <u>at time of class registration.</u> • For Intermediate, Paramedic, and Paramedic Specialist, registrants must hold an Iowa EMT-B certification (at a minimum). So, an individual can't register for a class with the I, P, or PS level unless they are a certified EMT-B.
R9.4	If a student answers "yes" to any of the Certification questions and "no" to the Status Verification question, their status should be determined as "on hold."
R9.5	If a student answers "yes" to any of the Certification questions, as well as answering, "yes" to the Status Verification question, their status should be determined as "pending." Admin should have the ability to remove this status.
R9.6	State EMS staff should be the only access level allowed to enter registrants after the 14 days have passed. The class should not be viewable or have the option to be selected by the general public after these 14 days.
R9.7	Upon data submission, individuals who answered "yes" to any of the certification questions need to receive a message that notifies them that the EMS State staff will follow up with them based on the questions in which they answered "yes" and that the follow up will need to occur prior to being able to do clinical/field work or testing for certification.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

10.0 Service Registration

ID Rules

R10.1	Timing of registration for each Service Agency is as follows: <ul style="list-style-type: none">○ Initial – one time, when Service is new to system○ Temporary – each time an agency wishes to hold a temporary registration. There will be dates of authorization for each of the temporary registrations.○ Change in Level of Authorization – each time a new level is sought
R10.2	If a Service enters a zip code that is not an Iowa zip code, 'Out of State' is the only information that needs to be shown and logged for that Service.
R10.3	If a Service chooses Temporary as their registration type, the proposed months of operation should be collected.
R10.4	If a Service chooses Change in Level of Authorization as their registration type, the proposed level should be collected.
R10.5	If a Service selects Submit letter under CCT, they should not be required to answer the CCT questions.
R10.6	If a Service selects Submit letter under CCT, the State EMS office should be able to denote whether or not they've received
R10.7	If it is a possibility, the Medical Director and the Pharmacy should be chosen from a list of professionals maintained by the Bureau of Information Management at IDPH.
R10.8	If different than the Service owner, the evening telephone number for the Service Program Contact should be collected only if it is different than the daytime telephone number.
R10.9	The Service Contact Demographic Information is only required if the information is different than that of the Service Owner or Representative.
R10.11	Upon registration, the Service Program Number associated with the registering Service should be shown in read-only format.
R10.12	The Service Program Numbers are numeric digits and of the following logic: <ul style="list-style-type: none">• Service Type (1 digit)• County number (2 digits)• Service number (4 digits, sequential) Service Type: Ambulance – 2 Air Ambulance - 8 Non-transport – 9
R10.3	The existing Service Program numbers that exist within other EMS applications need to continue to be attached to the appropriate Services.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

11.0 Service Registration

11.1	Service Registration Options: <ul style="list-style-type: none">• Initial• Temporary• Change in Level of Authorization	Required
11.2	Service Level: <ul style="list-style-type: none">• Basic• FR• EMT-B• EMT-I• EMT – P• EMT – PS	Required
11.3	Service Personnel: <ul style="list-style-type: none">• Volunteer• Volunteer and Career• Career	Required
11.4	Pharmacy type: <ul style="list-style-type: none">• Pharmacy• Medical Director	Required
11.5	Service Status: <ul style="list-style-type: none">• Active• Inactive• Probation• Denied• Pending• Suspended• Revoked• Surrendered <p>All Services whose registration or renewal has been approved (and affirmation statements accepted...see below in rules) should be Active. Regional Coordinators are the only entity that can initiate any of the other status types.</p>	Required
11.6	Staffing: <ul style="list-style-type: none">• 24/7• Minimum	Required
11.7	Ownership: <ul style="list-style-type: none">• City/Municipality• County• Federal Government• Hospital	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none"> • Private • Township • State Government • Other (specify) 	
11.8	Base of operation: <ul style="list-style-type: none"> • Fire • Hospital • Industry • Law Enforcement • Private • Other (specify) 	Required
11.9	Which of the following does your Service PRIMARILY respond to? <ul style="list-style-type: none"> • Emergencies only • Non-emergent • Emergent and non-emergent 	Required
11.10	Communication: <ul style="list-style-type: none"> • Dispatch Center name • Contact person last name • Contact person first name • Address line 1 • Address line 2 • City • State • Zip • Non-emergency phone number 	Required
11.11	Response Area Question: Is your Response Area map up to date? <ul style="list-style-type: none"> • Yes • No 	Required
11.12	Resource Vehicles and Equipment: (if applicable) <ul style="list-style-type: none"> • Number of available ambulances • Number of ambulances staffed (schedule)24/7 • Number of available trailers • Number of available special equipment • Number of available vehicles 	Required
11.13	Staff List/Roster: The staff list should be tied to the Service in which a certified individual chooses. <ul style="list-style-type: none"> • Last name • First name 	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none"> • Certification number • Status • Paid? • Volunteer status in Iowa • Volunteer status outside of Iowa 	
11.15	Service disaster questions: <ul style="list-style-type: none"> • Would your Service be willing to respond to a disaster in Iowa? • Would your Service be willing to respond to a disaster that occurred outside of Iowa? 	Required
11.16	Equipment question: <ul style="list-style-type: none"> • Would you have any ambulances, trailers, special equipment, or vehicles that you would be able to lend in the event of an emergency? 	Required
11.17	If a user answers "yes" to the Equipment question, they should be asked the following? <ul style="list-style-type: none"> • How many ambulances? • How many trailers? • How much special equipment? • How many vehicles? 	Required
11.18	Affirmation Statement: <ul style="list-style-type: none"> • Statement of affirmation (see wording below) • Program owner last name • Program owner first name • Program medical director last name • Program medical director first name 	Required
11.19	Statement of affirmation: <ul style="list-style-type: none"> • I hereby affirm and declare that I have read Iowa Code Chapter 147A and Iowa Administrative Code 641—Chapter 132, and that the service program named in this application will comply with all applicable requirements set forth. I further affirm and declare that the answers and statements in this application are true and correct. I understand that any falsification of this information may result in denial, citation and warning, suspension, revocation or probation of the service program's authorization. I understand that the service programs may advertise or otherwise hold itself out to the public as an authorized service program to the level of care maintained 24/7. 	Required

ID RULE

R11.1	The following should be asked if 'Ambulance' is selected as the Service type.
-------	---

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

R11.2	<p>CCT Endorsement?</p> <p>Only a EMT-P or PS level Service can hold a CCT Endorsement.</p>
R11.3	<p>Service Category:</p> <ul style="list-style-type: none"> • Ambulance • Air Ambulance Fixed Wing • Air Ambulance Rotary Wing • Ambulance with Transport Agreement
R11.4	<p>If Ambulance Transport Agreement is selected as the Service Type, the Service should select the agencies from a list of Transport Service agencies.</p>
R11.5	<p>Upon manual receipt of the Transport Agreement documentation, State EMS office should have the ability to note that they have received the information along with the date in which it was received.</p>
R11.6	<p>If a Service answers 'no' to the Response Area map question, they should be provided with instructions for updating it.</p>
R11.7	<p>The Staff List/Roster should be populated by the Service Director. The Service Director should be required to enter an individual's certification number and approve that this individual is the appropriate one to add to the list. The certified individual information should be populated by tying to the individual records within the system. However, the 'Paid' notation must be completed by the Service Director for all individuals on their roster to indicate whether or not the individual is paid to be a member of the Service. There should be a place on the Roster to show the definition of paid: Receives no or nominal compensation not based upon the value of the services performed.</p> <p>The Volunteer status fields should denote whether or not the individual answered 'yes' to the Individual Disaster questions.</p> <p>Staff List/Roster:</p> <ul style="list-style-type: none"> • Last name • First name • Certification number • Status • Volunteer status in Iowa • Volunteer status outside of Iowa • Paid
R11.8	<p>Service Agency directors and Medical Directors should have the ability to remove any individual from the Staff List/Roster at any time.</p>
R11.9	<p>The Program Owner, as well as the Medical Director, must accept the Affirmation Statement. Each of these individuals will be required to enter the Service record to do this. Upon acceptance of this information <u>and</u> upon registration by the Medical Director, the Service should become active.</p>

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

12.0 Satellite Office Registration

12.1	Service Registration Options: <ul style="list-style-type: none">• Initial• Temporary• Change in Level of Authorization	Required
12.2	Service Program Demographic Information: <ul style="list-style-type: none">• Service Program Name (read-only) Physical Address (req) <ul style="list-style-type: none">• Address Line 1• Address Line 2• City• State• Zip code Mailing Address (if applicable): <ul style="list-style-type: none">• Address Line 1• Address Line 2• Zip code	Required
12.3	Service Contact Demographic Information: (if applicable) <ul style="list-style-type: none">• Last name (req)• First name (req)• Daytime telephone number (req)• Evening telephone number (if applicable)• Cell phone number• Fax number• E-mail address	Required
12.4	Service Level: <ul style="list-style-type: none">• Basic• FR• EMT-B• EMT-I• EMT-P• PS	Required
12.5	Service Category: <ul style="list-style-type: none">• Ambulance• Air Ambulance Fixed Wing• Air Ambulance Rotary Wing• Ambulance with Transport Agreement	Required
12.6	Service Status: <ul style="list-style-type: none">• Active	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none">• Inactive	
12.7	Staffing: <ul style="list-style-type: none">• 24/7• Minimum	Required
12.8	Base: <ul style="list-style-type: none">• City/Municipality• County• County/Hospital• County/Private• Fire• Hospital• Industry• Law Enforcement• Private• Township• Other (specify)	Required

ID RULE

R12.1	Each Service Agency may have zero or multiple Satellite Offices.
R12.2	Satellite agencies will have the ability to update and edit their own unique information, however, the umbrella Service Agency should also have the ability to update and edit this information.
R12.3	The umbrella Service Agency name and number should appear as read-only upon entry of the Satellite office information.
R12.4	All Satellite Agencies must reside in the same state as their umbrella Service Agency; therefore, the application should not accept the entry of a zip code that designates any other than that of the state of Iowa.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

13.0 Medical Director Registration

13.1	A Medical Director Agreement is required and available for Basic, PS, EMT-B, EMT-I, and EMT-P Services only. This agreement will be collected via documentation at the State EMS office, however, the State EMS office should then be able to indicate that they have received the written agreement.	Required
13.2	Medical Director Information: <ul style="list-style-type: none">• Last name (req)• First name (req)• Title (req)(see local sub-table below)• Address line 1 (req)• Address line 2• City (req)• State (req)• Zip+4 (req)• Daytime phone number• Evening phone number• Cell phone number• E-mail address• Workshop?• License number (req)• License expiration date (req)• Medical Control (if applicable)(see local sub-table below)• Are you associated with an authorized EMS Service?	Required
13.3	Title: <ul style="list-style-type: none">• MD• DO	Required
13.4	Medical Control: <ul style="list-style-type: none">• Use list of all 117 Trauma Care Facilities	Required

ID RULE

R13.1	The Medical Director requirements should only be entered if the Service chose 'Medical Director' as their Pharmacy Type during registration or renewal.
R13.2	The Medical Director Requirements should be required to be entered for all Service types.
R13.3	If a Medical Director answers 'yes' to 'Are you associated with an authorized EMS Service?', a list of all Services should appear for them to select all associations. There should not be a limit on the number chosen.
R13.4	Besides the Medical Director name, the MD information should not be viewable to anyone except the MD and the Admin.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

14.0 Pharmacy Registration

14.1	A Pharmacy Agreement is required and available for Basic, PS, EMT-B, EMT-I, and EMT-P Services only. This agreement will be collected via documentation at the State EMS office, however, the State EMS office should then be able to note that they have received the agreement.	Required
14.2	The Pharmacy Requirements should only be entered if a agency is at one of the following service levels: <ul style="list-style-type: none">• EMT-B• EMT-I• EMT-P• PS	Required
14.3	Pharmacy Requirements: (if applicable) <ul style="list-style-type: none">• Pharmacy name• Address line 1• Address line 2• City• State• Zip• Phone number• Fax number• E-mail address• Pharmacist last name• Pharmacist first name• Pharmacist license number	Required
14.4	Statement of affirmation: <ul style="list-style-type: none">• I hereby affirm and declare that I have read Iowa Code Chapter 147A and Iowa Administrative Code 641—Chapter 132, and that the service program named in this application will comply with all applicable requirements set forth. I further affirm and declare that the answers and statements in this application are true and correct. I understand that any falsification of this information may result in denial, citation and warning, suspension, revocation or probation of the service program's authorization. I understand that the service programs may advertise or otherwise hold itself out to the public as an authorized service program to the level of care maintained 24/7.	Required

ID RULE

R14.1	The Pharmacy requirements should only be entered if the Service chose 'Pharmacy' as their Pharmacy Type.
-------	--

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

R14.2	Besides the Pharmacy name, the Pharmacy information should not be viewable to anyone except the MD and the Admin.
-------	---

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

15.0 RN Exception Registration

15.1	<div>RN Exception Information: (if applicable)<ul style="list-style-type: none">• Social Security Number (req)• Last name (req)• First name (req)• Address line 1• Address line 2• Zip code• Gender• Date of Birth• Home phone number• Iowa Nursing license number (req)</div>	Required
------	---	----------

ID RULE

R15.1	An RN can apply to act as an EMS provider.
R15.2	An RN can hold an EMS certification.
R15.3	An RN Exception must be associated with a Service and can't practice as an individual EMS provider.
R15.4	An RN Exception can be associated with multiple services.
R15.5	RN Exceptions should be entered by a Service Director only. Once this happens, that specific RN Exception should be tied to that Service.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

16.0 PA Exception Registration

16.1	PA Exception Information: (if applicable) <ul style="list-style-type: none">• Social Security Number (req)• Last name (req)• First name (req)• Address line 1• Address line 2• Zip code• Gender• Date of Birth• Home phone number• Iowa PA license number (req)• Current EMS certification # (if applicable)	Required
------	--	----------

ID RULE

R16.1	A PA can apply to act as an EMS provider.
R16.2	A PA can hold an EMS certification.
R16.3	A PA Exception must be associated with a Service and can't practice as an individual EMS provider.
R16.4	A PA Exception can be associated with multiple services.
R16.5	PA Exceptions should be entered by a Service Director only. Once this happens, that specific PA Exception should be tied to that Service.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

17.0 Student Testing

ID	Requirement	Priority (R/O)
17.1	<p>The certification questions should be re-answered prior to testing.</p> <p>Certification questions: (req)</p> <ul style="list-style-type: none">• Do you have a medical condition, which in any way impairs or limits your ability to provide emergency medical care? "Medical condition" means any physiological, mental, or psychological condition, impairment, or disorder, including drug addiction and alcoholism.• Have you within the past 5 years engaged in the illegal or improper use of drugs or other chemical substances?• Have you ever been convicted of, found guilty of, or entered a plea of no contest to a felony or misdemeanor crime? (other than minor traffic violations with fines under \$100.00)• Has any state or other jurisdiction of the United States or any other nation ever limited, restricted, warned, censured, placed on probation, suspended, revoked, or otherwise disciplined a license issued to you?• Have you ever been sued in connection with your emergency medical functions in this or any other state?	Required
17.2	<p>A file provided by a third party vendor (National Registry of EMTs) will provide IDPH with a tab-delimited file, which will include scoring results for a given tester. This file is tied to an event. Fields within this file that include the relevant information are the following:</p> <ul style="list-style-type: none">• Social security number• Examination type• Examination status• Practical exam date• Written exam date• Written attempt #• Written overall score	Required
17.3	<p>Examination status:</p> <ul style="list-style-type: none">• Pass• Fail	Required
17.4	<p>Test type:</p> <ul style="list-style-type: none">• Practical – EMT-B• Written – EMT-B• Practical – EMT-P• Written – EMT-P• Practical - EMT-I• Written – EMT-I	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none"> • Practical – PS • Written -PS • Practical – FR • Written - FR 	
17.5	<p>For practical exams, data entry fields need to be available for the assigned Training Programs to do data entry of the test results, as they are not contained in the file provided by the National Office. The following fields need to be available:</p> <ul style="list-style-type: none"> • Social Security # • Practical attempt number • Practical overall status 	Required
17.6	<p>Practical attempt number:</p> <ul style="list-style-type: none"> • 1 • 2 • 3 	Required
17.7	<p>Practical Overall Status:</p> <ul style="list-style-type: none"> • Pass • Fail • Retest 	Required

ID RULE

R17.1	If an individual answers 'yes' to one or more of the certification questions and 'no' to all of the certification questions upon class registration, they should be given an 'on-hold' status.
R17.2	Before becoming certified, an individual must successfully pass the given test.
R17.3	A given individual can only attempt to take a written test six times.
R17.4	Both a practical and written exams are required before being successful and gaining certification.
R17.5	Approximately 1300 tests are scored per year.
R17.6	The assigned third party vendor (The National EMS Office) scores tests for the following three levels only: I, P, PS. (Vendor turnaround time is approximately 7-10 days or we can pull this information from the National Registry's website.)
R17.7	As tests are imported, they should not be immediately affect records. Users need the ability to approve the import on an individual or all basis.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

18.0 Certification

ID	Requirement	Priority (R/O)
18.1	Upon passing a test, the individual's certification should be updated once the State EMS office has reviewed and approved the information.	Required
18.2	An individual should be assigned a Certification number upon the pass of a test. The certification number should be the same number as the Class number followed by two more digits.	Required
18.3	<p>ANREMT Expiration Dates will come in the file provided by National Registry. These dates should be used to note the expirations for each certification record.</p> <p>Expiration Dates are as follows:</p> <ul style="list-style-type: none">• F – September 30, 2 years after the last year in the fiscal year (jun-jul) the test was passed• B – March 31, 2 years after the last year in the fiscal year the test was passed• I – March 31, 2 years after the last year in the fiscal year the test was passed• P – March 31, 2 years after the last year in the fiscal year the test was passed• PS – March 31, 2 years after the last year in the fiscal year the test was passed	Required
18.4	<p>Certification levels:</p> <ul style="list-style-type: none">• F (<i>First Responder</i>)• B (<i>EMT Basic</i>)• I (<i>EMT Intermediate</i>)• P (<i>EMT Paramedic</i>)• PS (<i>Paramedic Specialist</i>)	Required
18.5	<p>Status list:</p> <ul style="list-style-type: none">• Active• Deceased• Denied• Probation• Retired• Revoked• Surrendered• Suspended• Extension• Hold• Idle• Inactive• Military	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none"> • Dropped • Expired • Incomplete • Pending • Failed • Temporary 	
--	--	--

ID RULE

R18.1	An individual can only have one active certification at a particular point in time. The most current certification makes the prior active certifications an idle status.
R18.2	The certification number can only be issued one time.
R18.3	The certification number is not unique to an individual, rather to an individual and their certification level at a point in time, therefore, when an individual receives a new certification, a new certification number should be issued.
R18.4	The certification number should be auto-generated and be of the same format of the class number followed by a -##. The last two digits should be auto-generated based on the number of students in the class.
R18.5	<p>All statuses, except for the following will require manual change by the Admin.</p> <ul style="list-style-type: none"> • Active • Expired • Incomplete • Pending • Failed
R18.6	Active Status: A student's certification should become Active upon successful completion of a test.
R18.7	Expired Status: If an expiration date passes and a certified individual hasn't renewed their status should be Expired . An individual can only hold an Expired status if they held an Active status prior to becoming Expired.
R18.8	Incomplete Status: An individual is incomplete if two years have passed since a class end date or if they have failed a class within the year without passing a test after the fail.
R18.9	Pending Status: If someone answers "yes" to one or more Certification questions on student registration, their status should be on hold . An individual can only be pending up to two years from the class end date, after this point they should be assigned an incomplete status.
R18.10	Failed Status: If an individual has failed a given written test six times or if they've failed a given practical exam three times, their status should be noted as failed or failed the class.
R18.10	Idle Status: If an individual has multiple certifications and the last certification was for the highest level of all those held, those that are not the most recent should be noted as idle .
	Idle Status: If an individual has multiple certifications and the last certification was NOT for the highest level of all those held, those that are not the most recent should be noted as surrendered .

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

19.0 Endorsement

ID	Requirement	Priority (R/O)
19.1	Endorsement type: <ul style="list-style-type: none"> • C – Critical Care Paramedic • D – Emergency Vehicle Driver • E – EMS Evaluator • N – RN Exception • R - Emergency Rescue Technician • PA – Physician's Assistant Exception • T - EMS Instructor 	Required
19.2	Endorsements will be viewable online on an individual's record. However, the assigned Training Program will do data entry of this information.	Required
19.3	Endorsement data capture: <ul style="list-style-type: none"> • Last name • First name • Social security number • Date individual received endorsement • Expiration date • Renewal date (if applicable) • Endorsement type • Expiration date • Service association (if applicable) (pre-determined list) 	Required

ID RULE

R19.1	An individual does not need to hold a certification in order to receive an endorsement.
R19.2	The above information should be added to an individuals record if one is existence, otherwise, the entry of this information should create a record.
R19.3	Endorsements are not dependent on one another. Therefore, an individual does not need to be endorsed in one area to receive an endorsement in another.
R19.4	To become endorsed, an individual needs to complete specified requirements for each endorsement.
R19.5	A driver with no EMS certification must be associated with a Service.
R19.6	Only the following two endorsements are renewed: <ul style="list-style-type: none"> • C – Every two years • I – Every two years

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

20.0 Certification Renewal

ID	Requirement	Priority (R/O)
20.1	Upon the selection of a certification renewal, an individual should be asked to review and update their demographic information.	Required
20.2	Renewal information: <ul style="list-style-type: none"> Affirmative Renewal Questions (see local sub-table below) 	Required
20.3	Affirmative Renewal Questions: <ul style="list-style-type: none"> How many total continuing education hours (CEH's) did you complete during your certification period? How many approved formal CEH's did you complete during your certification period? How many optional CEH's did you complete during your certification period? Do you have a current course completion card in cardiopulmonary resuscitation, AED, and obstructed airway procedures for all age groups according to recognized national standards? During your certification period have you developed any medical condition, which in any way impairs or limits your ability to provide emergency medical care? Been engaged in the illegal or improper use of drugs or other chemical substance? Been convicted of, found guilty of, or entered a plea of no contest to a felony or misdemeanor crime? (other than minor traffic violations with fines under \$100.00) During your certification period have you had any state or other jurisdiction of the United States or any other nation limit, restrict, warn, censure, place on probation, suspend, revoke, or otherwise discipline a license issued to you? During your certification period have you been sued in connection with your emergency medical functions in this state or another state? 	Required
20.4	Expiration Dates are as follows: <ul style="list-style-type: none"> F – September 30, two years from last expiration date B – March 31, two years from last expiration date I – March 31, two years from last expiration date P – March 31, two years from last expiration date PS – March 31, two years from last expiration date 	Required
20.5	Student Service question: (req) <ul style="list-style-type: none"> Are you currently associated with a Service? 	Required
20.6	If a student answers, 'yes' to the Student Service question, the	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<p>following questions should be asked: (req)</p> <ul style="list-style-type: none"> What County is the Service that you are associated with located? (sub-table) (should be asked this question for each Service in which they are associated) To which Service are you associated? (sub-table should list Services within the selected county) (allow multiple selection, but limit to four Services) 	
20.7	<p>Disaster Response Questions:</p> <ul style="list-style-type: none"> Would you be willing to respond to a disaster in Iowa? Would you be willing to respond to a disaster outside of Iowa? 	Required
20.8	Each renewer should be given a confirmation message stating that they will receive their certification card via postal mail from the State EMS office in a given time frame and that their payment (if applicable) must be received by their expiration date.	Required
20.9	Renewal screen should be printable and an individual should be instructed to send the screen print along with the fee payment to the State EMS office.	Required
20.10	All certifications should always be renewed, no matter what their answers were to the questions.	Required

ID RULE

R20.1	The State EMS office will need to make a positive action to note that the renewal information is appropriate. Upon their approval, the expiration date should automatically set expiration date 24 months from last expiration date. Date renewed also needs to be noted. An individual can renew 90 days prior to their expiration date.
R20.2	Certified individuals can only renew within 90 prior to their expiration date. Once the expiration date passes, online renewal is not an option. If they try to renew, they'll get an error and need to contact the State EMS office for further information and next steps.
R20.3	<p>The following renewals have fees associated with them.</p> <ul style="list-style-type: none"> I P PS
R20.4	Admin needs to have the ability to identify whether or not an individual has paid their renewal fee for each renewal they complete.
R20.4	If a renewal is done online, the date of the receipt of money (if applicable) should be used as a basis for expiration status. For example, if the fee is not received by the expiration date, but the certified individual has renewed online and the expiration date passes, their status should be determined as Expired.
R20.5	An individual is always active unless the expiration date is passed or their record was manually changed.
R20.6	If individuals who are Active or Probation do not renew before their expiration date they are expired, however, the State EMS office should be able to change the status of an individual.
R20.7	An expiration date should not change until all requirements have been met, to include fees, then State EMS staff has approved record.
R20.8	If an individual hold a C Endorsement, they should be asked the following question: How many CEH's have you received since your last renewal?
R20.9	If an individual holds a T Endorsement, they should be asked the following question: Have you attended an Instructor Update?

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

21.0 Service Renewal

ID	Requirement	Priority (R/O)
21.1	For a Service Renewal, the same information should be collected as is collected during registration, specific to Ambulance, Non-transport, or Temporary.	Required
21.2	All information for a Service should be populated and renewal should entail changing any updated information. However, the volunteer questions should be required to be addressed upon renewal for all Service types and a Temporary Service renewal should require the intended dates of operation, as well.	Required
21.9	If the Registration is a renewal, and the Service Level is changed, the Regional Coordinator should be notified.	Required
21.10	<p>If the Registration is a renewal, and the Service Level is changed, the following question should be asked:</p> <p>What additional equipment has been added to meet the service upgrade request?</p> <ul style="list-style-type: none">• Esophageal/tracheal double-lumen airway device• IV Supplies• Endotracheal intubation equipment• Pharmaceutical supplies• No additional equipment was added as a result of this change of status• Other (specify)	Required

ID RULE

R21.1	At a minimum, a Service is required to renew their registration every three years, with the exception of a Temporary Service, which should renew each additional time (beyond registration) they would like to operate.
R21.2	Each regional coordinator will set the first renewal date upon a Service's registration. From that point forward, the renewal dates will be three years from the date the Service noted. This date should not be editable by a Service, however should be viewable.
R21.2	If a Service attempts to renew after the three-year time frame has passed, they should be prompted to contact their Regional Coordinator and they should become Expired. Only the Regional Coordinator will be able to register a Service after this time.
R21.3	A Service can renew no sooner than 90 days prior to expiration.
R21.4	If a Service attempts to renew after the three-year time frame has passed, they should be prompted to contact their Regional Coordinator. Only the Regional Coordinator will be able to register a Service after this time.
R21.5	A message should be displayed to a Service upon entry to their record, starting 90 days prior to expiration and ending upon renewal, letting them know that they should renew.

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

22.0 RN Exception Renewal

ID	Requirement	Priority (R/O)
22.1	For an RN Exception Renewal, the same information should be collected as is collected during registration.	Required
22.2	All information for an RN Exception should be populated and renewal should entail changing any updated information. However, the volunteer questions should be required to be addressed upon renewal.	Required

ID RULE

R22.1	An RN Exception should be required to be renewed (again by the Service Director as with registration) at the same time a Service is renewing their registration.
-------	--

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

23.0 PA Exception Renewal

ID	Requirement	Priority (R/O)
23.1	For a PA Exception Renewal, the same information should be collected as is collected during registration.	Required
23.2	All information for a PA Exception should be populated and renewal should entail changing any updated information. However, the volunteer questions should be required to be addressed upon renewal.	Required

ID RULE

R22.1	A PA Exception should be required to be renewed (again by the Service Director as with registration) at the same time a Service is renewing their registration.
-------	---

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

24.0 Certification and Endorsement - Public Search

ID	Requirement	Priority (R/O)
24.1	Search information: <ul style="list-style-type: none">• Last name• First name• Gender• County• City• Endorsement• Certification level• Certification number• Certification status• Service agency• Service #• Service level	Required
24.2	Search should be available off of the State EMS website.	Required
24.3	Search criteria should allow for the selection of "all" for the categories other than Last name and First name.	Required
24.4	Upon entry of Search criteria, all matches should be displayed.	Required
24.5	Users should have the ability to search by any combination of fields or by all fields alone, with the exception of First Name.	Required
24.6	The entry of a complete last name or first name in conjunction with the last name should not be necessary for the search. Search results should display all matches that fit the criteria.	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

25.0 Onsite Review

25.1	Onsite Review: <ul style="list-style-type: none">• Date (read only)• Service Name (read only)• Service Number (read only)• Medical Director (read only)• On-line Medical Direction (read only)• Type of authorization (read only)• Level of authorization (read only)• Staffing level (read only)	Source: Iowa Department of Public Health Service Program Onsite Report Required
25.2	Criteria evaluated by Regional Coordinators for onsite reviews falls under six categories. The categories are as follows: <ul style="list-style-type: none">• Staffing Standards• Operational Requirements• Off-line Medical Direction• Data Collection and Reporting• Equipment/Vehicle Standards• Preventive Maintenance	Required
25.3	Within each category, each criteria is noted as one of the following: <ul style="list-style-type: none">• Compliant• Deficient• Not Applicable	Required
25.4	Staffing Standards: <ul style="list-style-type: none">• Ambulance(s) and personnel to maintain 24/7?• Written contingency plan – ambulance services?• Emergency driving and communication training?• Written transportation agreement?• Appropriate staffing?• Advertise only to level of care provided 24/7?	Required
25.5	Operational Requirements: <ul style="list-style-type: none">• Patient care report• Protocols: signed/changes filed• Personnel rosters and files: names, addresses, DL for all drivers, EMS certification, course completion/certifications/endorsements per MD• Appropriate staff responds in a reasonable amount of time?• CQI policy: medical audits?• CQI policy: skill competency?	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none"> • CQI policy: follow-up, loop-closure/resolution? • RN/PA CEH per medical director? • Document an equipment maintenance program? 	
25.6	<p>Off-line Medical Direction:</p> <ul style="list-style-type: none"> • CQI policy: type and frequency or review, action plan, and follow up • Medical Director may appoint CQI assistant(s) • Quarterly random audits (MD or assistant) • Random audits (Medical Director) • Written audits include review of patient care, response and scene times, system response, completeness of documentation 	Required
25.7	<p>Data Collection and Reporting:</p> <ul style="list-style-type: none"> • Method of reporting: electronic or in writing • Data submitted quarterly • Data submitted to hospital upon delivery of patient 	Required
25.8	<p>Equipment/Vehicle Standards:</p> <ul style="list-style-type: none"> • Ambulance standards • Equipment and supplies per protocol • Rx and OTC drug training and protocols • Pharmacy Agreement • Pharmacy policies and procedures 	Required
25.9	<p>Preventative Maintenance:</p> <ul style="list-style-type: none"> • Preventative maintenance program: vehicles equipped and in safe operating condition • Ambulance adequately housed with unobstructed exit • Heated garage or permanent auxiliary unit • Garage clean and safe • Vehicle and equipment clean and in proper operating condition • Equipment properly secured • Compartments/supplies clean and sanitary • Supplies disposable or properly cleaned • Fresh or disposable laundry for each call • Proper linen storage area • Proper container for soiled supplies 	Required
25.10	Each onsite review will include follow up information to be completed by the Regional Coordinator.	Required
25.11	<p>Follow up:</p> <ul style="list-style-type: none"> • Comments • Instructions 	Required

System Registry

Business Requirements and Rules Matrix

RFP BD80500S326 Exhibit A

	<ul style="list-style-type: none"> Timeframe for Deficiency Resolution (see local sub-table below) Service Responsibility (see local sub-table below) 	
25.12	The Service Agencies deficiencies should be viewable when the Regional Coordinator is completing the Follow up information section noted above.	Required
25.13	Timeframe for Deficiency Resolution: <ul style="list-style-type: none"> 10 days 30 days 60 days 90 days 	Required
25.14	Service Responsibility: <ul style="list-style-type: none"> Make corrections and notify the Bureau of EMS Deliver inspection form to responsible person (specify) 	Required
25.15	Drug box lock: <ul style="list-style-type: none"> Pharmacy tag? Existing tag number Replacement tag number 	Required
25.16	Tag numbers are always 4 digits and of a non-sequential structure. If the Pharmacy tag is selected, the existing and replacement tag numbers do not need to be collected. If existing tag number is entered, the replacement tag number is required.	Required
25.17	Each Service Agency will be responsible for noting that they have complied with the Follow Up information provided by the Regional Coordinator by describing their corrections and/or revisions.	Required

ID RULE

R25.1	At a minimum of every three years, Regional Coordinators conduct onsite reviews of all Service Agencies for their given coverage areas.
R25.2	Regional Coordinators should complete onsite evaluation information while conducting the onsite evaluation at a Service Agency.
R25.3	Regional Coordinators should be able to view and print all onsite evaluations for a given Service Agency.
R25.4	Regional coordinators need the ability to remove an individual from the Service List. This individual will still remain EMS certified and information, other than Service association will remain valid.

EXHIBIT B

SYSTEM REGISTRY – DMAT VOLUNTEER COMPONENT REQUIREMENTS AND RULES

Version: Version 1.0

Purpose: The purpose of the DMAT Volunteer Component of the System Registry is to collect and demographic and contact information of volunteers that fall under the DMAT umbrella.

1.0:	Definitions	Page 2
2.0:	General	Page 3
3.0:	Volunteer Registration	Page 4
4.0:	Reporting	Page 7
5.0:	Security	Page 8
6.0:	Training	Page 9

1.0 Definitions

Term	Definition
DMAT	Disaster Medical Assistance Team
EHERT	Environmental Health Emergency Response Team
Epi Team	State and local public health professionals specializing in infectious disease detection, investigation, prevention, and control who would respond to the affected county or region in an emergency.
Response County	The county in which an individual will be responding in an emergency.
Smallpox Clinic Volunteers	Individuals who would respond to a local/county clinic or manage one in a Smallpox emergency.
Smallpox Traveling Team	Individuals who would respond to the affected county or region in a Smallpox emergency.

2.0 General

ID	Requirement	Priority (R/O)
2.1	This application needs to allow for the entry of contact information by individual, hospital, local public health, or state staff.	Required
2.2	This application needs to maintain individual records and allow them to be updated as needed.	Required
2.3	This application will need to handle a total of approximately 3500 users.	Required

3.0 Volunteer Registration

ID	Requirement	Priority (R/O)
3.1	Volunteers must identify the DMAT team(s) in which they are volunteering: <ul style="list-style-type: none"> • Medical • Smallpox – Traveling • Smallpox – Clinic Volunteers • Environmental • Epidemiology 	Required
3.2	Descriptions for each team should be included next to each available item in the list.	Required
3.3	Team Member Information: (*Indicates required field) <ul style="list-style-type: none"> • Last name* • First name* • Middle name or initial • Suffix • Data of birth* • Social security number (optional) • Social security number disclaimer • Response county (select multiple from county list) • City of birth • State of birth • Primary medical specialty* • License or certification number* • Licensure or certification state* • Licensure or certification expiration date* • Cell phone number • Pager number • Pager text message capable? • Home address line 1* • Home address line 2 • Home city* • Home state* • Home zip* • Home phone number* • Home email address • Work address line 1* • Work address line 2 • Work city* • Work state* 	Required

3.3 (cont)	<ul style="list-style-type: none"> • Work zip* • Work phone number* • Work email address • Work position* • Work, how long in position?* • Primary Emergency contact: Last name* • Primary Emergency contact: First name* • Primary Emergency contact: Phone number* • Relationship with primary emergency contact* • Secondary Emergency contact: Last name • Secondary Emergency contact: First name • Secondary Emergency contact: Phone number • Relationship with secondary emergency contact • Message (500 characters) 	
3.4	Clinics and Admins need to have the ability to identify if an individual has been deployed.	Required
3.5	If Smallpox is the type of DMAT team in which an individual is volunteering, the following should be collected: <ul style="list-style-type: none"> • Year of last Smallpox vaccination 	Not Required
3.6	If Environmental is the type of DMAT team in which an individual is volunteering, the following should be collected: <ul style="list-style-type: none"> • Expertise (select multiple from list) • Training (select multiple from list) 	Not Required
3.7	Primary Medical Specialty: <ul style="list-style-type: none"> • Physician • Physician Assistant • Advanced Registered Nurse Practitioner • Registered Nurse • Pharmacist • Pharmacy Technician • Respiratory Therapist • Paramedic Specialist • Paramedic • Administrator • Logistics • Laboratorian • Other (specify) 	
3.8	Relationship with emergency contact: <ul style="list-style-type: none"> • Spouse • Parent • Child • Sibling • Friend • Other (specify) 	

ID	Rule
R3.1	Volunteer information will be submitted by the DMAT Team Coordinators from the 5 regional hospitals or from any of the local public health agencies (clinics), by the individual volunteers themselves, or by a State admin.
R3.2	The identity of the submitting entity or individual must be identified.
R3.3	Members must be able to be dropped from a team roster, with this information being indicated on the individual record.
R3.4	Volunteers may select multiple DMAT team types.

4.0 Reporting

ID	Requirement	Priority (R/O)
4.1	Team Member Report: <ul style="list-style-type: none">• Volunteer Last Name• Volunteer First Name Group by: <ul style="list-style-type: none">• County Filter by: <ul style="list-style-type: none">• DMAT Team Type• DMAT Clinic• Primary Medical Specialty• Expiration date of certification or licensure	Required
4.2	Deployed Team Member Report: <ul style="list-style-type: none">• Deployed Volunteer Last Name• Deployed Volunteer First Name Group by: <ul style="list-style-type: none">• County Filter by: <ul style="list-style-type: none">• DMAT Team Type• DMAT Clinic• Primary Medical Specialty	Required

5.0 Security

ID	Requirement	Priority (R/O)
5.1	Application needs to utilize the Bureau of Information Management's standard security infrastructure.	Required
5.2	The application will contain the following levels of security: <ul style="list-style-type: none">• System Admin• Admin• Clinic• Volunteer	Required
5.3	The System Admin level will grant access to the Admin level.	Required
5.4	The Admin level will have the ability to assign clinic and volunteer users, enter and update individual records, and view reports. The Admin level will exist only at a State level.	Required
5.5	The Clinic level will have the ability to enter and modify individual records and view reports for their given clinic.	Required
5.6	The Volunteer level will have the ability to enter and update only their record.	Required

6.0 Training

ID	Requirement	Priority (R/O)
6.1	Training plan needs to account for training different security levels.	Required
6.2	Training plan should include the Bureau of Information Management training the IDPH business users, who will then train the clinics and volunteers.	Required
6.3	Training should include rules set by the business users for updating records.	Required

ATTACHMENTS

ATTACHMENT 1:

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH
TECHNICAL PROPOSAL.

PROPOSAL CERTIFICATION

I certify that I have the authority to bind the vendor indicated below to the specific terms, conditions and technical specifications required in the attached Request for Proposal BD80500S326 and offered in the vendor's proposal. I understand that by submitting this proposal, the vendor indicated below agrees to provide the services, which meet or exceed the requirements of the RFP unless noted in the proposal and at the prices quoted by the vendor.

I certify that the contents of the proposal are true and accurate and that the vendor has not knowingly made any false or misleading statements in the proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 2:

**PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH
TECHNICAL PROPOSAL.**

**CERTIFICATION OF INDEPENDENCE AND
NO CONFLICT OF INTEREST**

By submission of a proposal in response to RFP BD80500S326, the vendor certifies (and in the case of a joint proposal, each party thereto certifies) that the proposal has been developed independently, without consultation, communication or agreement with any employee or consultant of the Department who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee; the proposal has been developed independently, without consultation, communication or agreement with any other vendors or parties for the purpose of restricting competition; unless otherwise required by law, the information in the proposal has not been knowingly disclosed by the vendor and will not knowingly be disclosed prior to the award of the contract, directly or indirectly, to any other vendor; no attempt has been made or will be made by the vendor to induce any other vendor to submit or not to submit a proposal for the purpose of restricting competition; no relationship exists or will exist during the contract period between the vendor and the Department that interferes with fair competition or is a conflict of interest.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 3:

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH TECHNICAL PROPOSAL.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Proposal in response to RFPBD80500S326, the vendor is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The vendor shall provide immediate written notice to the person to which this Proposal is submitted if at any time the vendor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Proposal is submitted for assistance in obtaining a copy of those regulations.
4. The vendor agrees by submitting this Proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The vendor further agrees by submitting this Proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

- (1) The vendor certifies, by submission of this Proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the vendor is unable to certify to any of the statements in this certification, such vendor shall attach an explanation to this Proposal.

Signature:

Date:

Printed Name and Title

Name of Vendor Organization

ATTACHMENT 4:

**PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH
TECHNICAL PROPOSAL.**

AUTHORIZATION TO RELEASE INFORMATION

_____ (Name of vendor) hereby authorizes any person or entity, public or private, having any information concerning the vendor's background, including but not limited to its performance history regarding its prior rendering of services similar to those detailed in RFP BD80500S326, to release such information to the Department.

The vendor acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The vendor acknowledges that the information and opinions given by such person or entity may hurt its chances to receive contract awards from the Department or may otherwise hurt its reputation or operations.

The vendor is willing to take that risk. The vendor agrees to release all persons, entities, the Department, and the State of Iowa from any liability whatsoever that may be incurred in releasing this information or using this information.

Printed Name of Vendor Organization

Signature of Authorized Representative

Date

Printed Name and Title

Attachment 5:

PROSPECTIVE VENDORS – SIGN AND SUBMIT CERTIFICATION WITH
TECHNICAL PROPOSAL.

**CERTIFICATION OF CONFIDENTIALITY
AND NONDISCLOSURE AGREEMENT**

I _____ (Print Name)

For _____ (Vendor)

acknowledge that in the performance of responsibilities under a contract my company may acquire or have access information regarding State of Iowa employees, clients and/or Iowa citizens and that such information is designated as “proprietary and confidential”.

I acknowledge that my company may be subject to significant Federal and State criminal and civil penalties if it misuses or improperly releases / discloses the confidential information it may acquire or have access to.

Therefore, my company agrees not to disclose or misuse such information except for purposes of performing under the contract. If there is doubt over confidentiality, we will regard it as confidential information. We further agree to adhere to any written procedures and policies with respect to the handling of confidential information.

I understand, acknowledge, and agree that this confidentiality and nondisclosure agreement remains in full force and effect after the conclusion, termination or expiration of the contract.

(Signature) Date: _____

Attachment 6
RFP BD80500S326

Model Service Contract

IOWA SERVICES CONTRACT # CT_____

This Agreement for [] Services (this “Agreement”), made and effective as of [], by and between the State of Iowa and [name of department, agency, office] (“Department”) located at [] and [name of Vendor], a [corporation] organized under the laws of [] (“Vendor”), with corporate offices located at []. The parties agree as follows:

Section 1. Purpose. The parties have entered into this Agreement for the purpose of retaining Vendor to provide professional services and other deliverables in connection with the [development and implementation of the _____ system (“System”) for the Department and the State of Iowa (the “State”).] [Describe specifically the types of services and any other deliverables being provided by Vendor].

Section 2. Definitions.

2.1 “Acceptance” means that the Department has determined that one or more Deliverables satisfy the Department’s Acceptance Tests. Final Acceptance means that the Department has determined that all Deliverables satisfy the Department’s Acceptance Tests. Non-acceptance means that the Department has determined that one or more Deliverables have not satisfied the Department’s Acceptance Tests.

2.2 “Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Department and against which the Deliverables shall be evaluated for purposes of Acceptance or Non-acceptance thereof.

2.3 “Acceptance Tests” or “Acceptance Testing” mean the tests, reviews and other activities that are performed by or on behalf of Department to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Department, as determined by the Department in its sole discretion. Acceptance Testing may include unit testing to check individual components, system testing on an integrated basis, user-acceptance testing, stress testing, and Documentation review.

2.4 “Confidential Information” means, means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “disclosing party”) to the other party (a “receiving party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the information by the disclosing party to the receiving party; (ii) was known to the receiving party prior to the disclosure of the information by the disclosing party; (iii) was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the receiving party in violation of this Agreement or in breach of any other agreement with the disclosing party; (v) is independently developed by the receiving party without any reliance on Confidential Information disclosed by the disclosing party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (vii) is disclosed by the receiving party with the written consent of the disclosing party.

2.5 “Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other

problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

2.6 “Deliverables” mean the services, Software, goods and materials to be provided by Vendor to the Department under this Agreement. Unless otherwise expressly provided in this Agreement, Deliverables shall include any and all Documentation, designs, copy, artwork, data, information, graphics, images, templates, screen designs, processes, inventions, techniques, methodologies, materials, plans, papers, forms, reports, studies, source code, object code, utilities and routines, devices, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature related to the Deliverables or otherwise produced or provided by Vendor in connection with this Agreement.

2.7 “Documentation” means any and all technical information, commentary, design documents, code and test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables.

2.8 “Enhancements” means any and all updates, upgrades, patches, additions, modifications or other enhancements to the Software, any new releases of Software, and all changes to the Documentation and source code as a result of such Enhancements.

2.9 “Project” means the project to [develop and implement the System] and all services and Deliverables to be performed and provided by Vendor as described in this Agreement.

2.10 “Project Completion Date” means the date by which Vendor must complete all work and provide all Deliverables pursuant to this Agreement. For purposes of this Agreement, the Project Completion Date is _____.

2.11 “Project Plan” means the Project Plan attached hereto as Schedule B, as modified from time to time upon written agreement of the parties. The Project Plan is incorporated into this Agreement by this reference as if fully set forth in this Agreement.

2.12 “Software” means the (describe specific software products) and all other software programs and components listed in Schedule A, and all related Documentation, Enhancements, Source Code, object code and copies thereof or shall have the meaning ascribed to that term in the Software License Agreement.

2.13 “Software License Agreement” means the Software License Agreement by and between Vendor and the Department dated _____.

2.14 “Source Code” means the human-readable source code for the Software and includes source code listings, compile instructions, programmer’s notes, and commentary for or related to the source code or Software.

2.15 “Specifications” mean all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Deliverables stated or expressed in this Agreement, [the Software License Agreement], Documentation, the RFP (as defined below), and the Proposal (as defined below). Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The

Specifications are incorporated into this Agreement by reference as if fully set forth in this Agreement.

2.16 “Statement of Work” means Schedule A to this Agreement, which describes, among other things, the Deliverables and services to be provided by Vendor under this Agreement and the compensation associated therewith. The Statement of Work is incorporated into this Agreement by this reference as if fully set forth in this Agreement.

2.17 “System” means (describe the system if not fully described in Section 1 above)

2.18 “Third Party” means a person or entity (including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to this Agreement.

Section 3. Documents Incorporated.

3.1 Incorporation. The Department’s Request for Proposal No. _____ for [insert title of RFP] ("RFP") and Vendor’s proposal dated _____, in response to the RFP ("Proposal"), together with any clarifications, attachments, appendices, or amendments to the RFP and Proposal are incorporated into this Agreement by this reference as if fully set forth in this Agreement; provided, however, that none of Vendor’s proposed revisions or modifications to the sample [Services Contract] attached to the RFP shall be incorporated into this Agreement unless expressly set forth herein.

3.2 Contractual Obligations. The terms and conditions of the RFP and of the Proposal are made contractual obligations of Vendor, except that any proposed revisions or modifications made by Vendor to the sample [Services Contract] attached to the RFP Proposal shall not be deemed to limit, modify or otherwise affect any of the contractual obligations of Vendor or the Department hereunder, unless expressly stated herein.

3.3 Preference. In the case of any inconsistency or conflict between the specific provisions of this document, the RFP or the Proposal, any inconsistency or conflict shall be resolved as follows: first, by giving preference to the specific provisions of this document and any schedules, exhibits or other attachments; second, by giving preference to the specific provisions of the RFP; and third, by giving preference to the specific provisions of the Proposal.

3.4 No Inconsistency. The references to the parties' obligations, which are contained in this document, are intended to change, modify, supplement or clarify the obligations as stated in the RFP and the Proposal. The failure of the parties to make reference to the terms of the RFP or Proposal in this document shall not be construed as creating a conflict and will not relieve Vendor of the contractual obligations imposed by the terms of the RFP and the Proposal. Terms offered in the Proposal, which exceed the requirements of the RFP, shall not be construed as creating an inconsistency or conflict with the RFP or this document. The contractual obligations of the Department cannot be implied from the Proposal.

Section 4. Scope of Work.

4.1 Scope of Work. Vendor shall provide the Department with the Deliverables in accordance with the Statement of Work (Schedule A) and all other terms and conditions of this Agreement.

4.2 Amendments to Statement of Work. The parties agree that the Statement of Work may be amended, modified, or replaced at any time during the term of this Agreement upon the mutual written consent of the parties.

4.3 Performance Standards. The parties agree that the performance standards and related payment, monitoring and review provisions set forth in Schedule C are incorporated herein by this reference as if fully set forth in this Agreement. [These must be mutually developed and included pursuant to 11 Iowa Admin. Code 107.]

Section 5. Compensation and Additional Rights and Remedies.

5.1 Compensation. In consideration of Vendor providing the Department with the Deliverables in accordance with the terms and conditions of this Agreement, Vendor shall be entitled to receive the fees or other compensation associated with such Deliverables as specified in Schedule A, subject to all terms and conditions of this Agreement, including, without limitation Section 5.2 (Invoices) and Section 5.3 (Retention). The Department shall not be obligated to pay any other compensation, fees, expenses, costs, charges or other amounts to Vendor in connection with this Agreement. All fees and compensation payable hereunder to Vendor are fixed, not-to-exceed amounts, and Vendor shall not be compensated on a time and materials basis. It is expressly understood and agreed that in no event will the total fees or compensation to be paid hereunder exceed the sum of \$_____. Vendor is not entitled to payment for any Deliverables provided under this Agreement if the Department reasonably determines that any Deliverables or services have not been satisfactorily or completely delivered or performed, or that any Deliverable fails to meet or conform to any applicable Specifications. No payment, including final payment, shall be construed as acceptance of any Deliverables with Deficiencies or incomplete work, and Vendor shall remain responsible for full performance in strict compliance with the terms and conditions of this Agreement. Vendor's acceptance of the last payment from the Department shall operate as a release of any and all claims related to this Agreement that Vendor may have or be capable of asserting against the Department or the State. No advance payments shall be made for any Deliverables provided by Vendor pursuant to this Agreement.

5.2 Invoices. Upon receipt of Acceptance from the Department with respect to one or more Deliverables, Vendor shall submit an invoice to the Department requesting payment of the fees or other compensation specified in Schedule A associated with such Deliverable(s), less the Retained Amount(s) to be withheld in accordance with Section 5.3. All invoices submitted by Vendor shall comply with all applicable rules concerning payment of such fees, charges or other claims and shall contain appropriate documentation as necessary to support the fees or charges included on the invoice and all information reasonably requested by the Department. The Department shall pay all approved invoices in arrears and in conformance with Iowa Code section 8A.514 and 11 Iowa Admin. Code 41.1(2). The Department may pay in less than sixty (60) days, as provided in Iowa Code section 8A.514. However, an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa Code section 8A.514. Notwithstanding anything herein to the contrary, the Department shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Department believes the invoice is inaccurate or incorrect in any way.

5.3 Retention. To secure Vendor's performance under this Agreement, the Department shall retain 10% of the fees or other compensation associated with each Deliverable and payable hereunder shall be (the "Retained Amounts"). The Retained Amounts shall be payable upon the Department's delivery of Final Acceptance to Vendor, subject to the terms and conditions hereof.

5.4 Erroneous Payments and Credits. Vendor shall promptly pay or refund to the Department the full amount of any overpayment or erroneous payment within ten (10) business days after either discovery by

the Vendor or notification by the Department of the overpayment or erroneous payment. In the event Vendor fails to timely pay or refund any amounts due the Department under this section 5.4, the Department will charge interest of one percent (1%) per month compounded on the outstanding balance after the date payment or refund is due, or the maximum amount allowed by law, whichever is greater. The Department may, in its sole discretion, elect to have Vendor apply any amounts due to the Department under this Section 5.4 against any amounts payable by the Department under this Agreement [or the Software License Agreement].

5.5 Reimbursable Expenses. There shall be no reimbursable expenses associated with this Agreement separate from the compensation referred to in this section. Vendor shall be solely responsible for all costs, charges and expenses it incurs in connection with its performance under this Agreement, including, but not limited to, travel, mileage, meals, lodging, equipment, supplies, personnel, salaries, benefits, insurance, training, conferences, telephone, utilities, start-up costs, and all other costs and expenses of Vendor.

5.6 Set-off Against Sums Owed by Vendor. In the event that Vendor owes the Department or the State any sum under the terms of this Agreement, any other agreement, pursuant to a judgment, or pursuant to any law, the Department may set off such sum against any sum invoiced to the Department by Vendor in the Department's sole discretion unless otherwise required by law. Amounts due to the Department as liquidated damages or any other damages may be deducted by the Department without a judgment or any court action from any money or sum payable by the Department to Vendor pursuant to this Agreement or any other agreement between Vendor and the Department.

5.7 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Department may withhold compensation or payments to Vendor, in whole or in part, without penalty to the Department or work stoppage by Vendor, in the event the Department determines that: (i) Vendor has failed to perform any of its duties or obligations as set forth in this Agreement [and/or the Software License Agreement]; or (ii) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency. No interest shall accrue or be paid to Vendor on any compensation or other amounts withheld or retained by the Department under this Agreement.

5.8 Correction/Cure. The Department may correct any Deficiencies with respect to any Deliverable or cure any Vendor default under this Agreement without prejudice to any other remedy it may have if Vendor fails to correct such Deficiencies as required in this Agreement or if Vendor otherwise defaults or fails to perform any provision of the Agreement within the time period specified in a notice of default from the Department. The Department may provide or procure the services reasonably necessary to correct any Deficiencies or cure any Vendor default, in which event Vendor shall reimburse the Department for the actual costs incurred by the Department for such services (or for the reasonable value of the time expended by any Department or State employees who provide such services). In addition, Vendor shall cooperate with the Department or any Third Parties retained by the Department who assist in curing such default, including by allowing access to any pertinent materials or work product of Vendor.

5.9 Monitoring and Review. The Department shall monitor and review Vendor's performance under this Agreement to ensure compliance with this Agreement. Such review and monitoring shall include the Department's assessment of invoices and reports furnished by Vendor pursuant to this Agreement.

Section 6. Acceptance Tests, Project Management, Key Personnel and Liquidated Damages.

6.1. Vendor shall commence and complete all work and provide all Deliverables in accordance with the

deadlines, timelines, terms, conditions, Specifications and other requirements specified in this Agreement, including those which may be specified in the Statement of Work and the Project Plan.

6.2 All Deliverables shall be subject to the Department's Acceptance Testing and Acceptance, unless otherwise specified in the Statement of Work. Upon completion of all work to be performed by Vendor with respect to any Deliverable, Vendor shall deliver a written notice to the Department certifying that the Deliverable meets and conforms to applicable Specifications and is ready for the Department to conduct Acceptance Tests; provided, however, that Vendor shall pretest the Deliverable to determine that it meets and operates in accordance with applicable Specifications prior to delivering such notice to the Department. At the Department's request, Vendor shall assist the Department in performing Acceptance Tests at no additional cost to the Department. Within a reasonable period of time after the Department has completed its Acceptance Testing, the Department shall provide Vendor with written notice of Acceptance or Non-acceptance with respect to each Deliverable that was evaluated during such Acceptance Testing. If the Department determines that a Deliverable satisfies its Acceptance Tests, the Department shall provide Vendor with notice of Acceptance with respect to such Deliverable. If the Department determines that a Deliverable fails to satisfy its Acceptance Tests, the Department shall provide Vendor with notice of Non-acceptance with respect to such Deliverable. In the event the Department provides notice of Non-acceptance to Vendor with respect to any Deliverable, Vendor shall correct and repair such Deliverable and submit it to the Department within ten (10) days of Vendor's receipt of notice of Non-acceptance so that the Department may re-conduct its Acceptance Tests with respect to such Deliverable. In the event the Department determines, after re-conducting its Acceptance Tests with respect to any Deliverable that Vendor has attempted to correct or repair pursuant to this Section 6.2, that such Deliverable fails to satisfy its Acceptance Tests, then the Department shall have the continuing right, in its sole discretion to: (i) require Vendor to correct and repair such Deliverable within such period of time as the Department may specify in a written notice to Vendor, (ii) refuse to accept such Deliverable without penalty and without any obligation to pay any fees or other amounts associated with such Deliverable (or receive a refund of any fees or amounts already paid with respect to such Deliverable); (iii) accept such Deliverable on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to the Department's satisfaction, the Deficiencies present therein and any reduced value or functionality of such Deliverable or the costs likely to be incurred by the Department to correct such Deficiencies; or (iv) terminate this Agreement and/or seek any and all available remedies, including damages. Notwithstanding the provisions of Section 10 of this Agreement, the Department may terminate this Agreement pursuant to this Section 6.2 without providing Vendor with any notice or opportunity to cure provided for in Section 10. The Department's right to exercise the foregoing rights and remedies, including termination of this Agreement, shall remain in effect until Acceptance Tests are successfully completed to the Department's satisfaction. If the Department determines that all Deliverables satisfy its Acceptance Tests, the Department shall provide Vendor with notice of Final Acceptance with respect to such Deliverables. Vendor's receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable(s) shall not constitute or be construed as a waiver of any of the Department's rights to enforce the terms of this Agreement or require performance in the event the Department identifies, at any time, any Deficiencies with respect to such Deliverable(s).

6.3 Project Management and Reporting.

6.3.1 Project Manager. At the time of execution of this Agreement, Vendor shall designate, in writing, a Project Manager acceptable to the Department to serve until the expiration of this Agreement. Vendor will assign a Project Manager of a management level sufficient to assure timely responses from all Vendor personnel, timely completion of tasks and achievement of milestones, and whose resume and qualifications will be reviewed and approved by the

Department prior to her or his appointment as Vendor's Project Manager. Vendor represents that its Project Manager will be fully qualified to perform the tasks required of that position under this Agreement. Vendor's Project Manager shall be able to make binding decisions pursuant to this Agreement on behalf of and for Vendor. Any written commitment by Vendor's Project Manager and persons designated by her/him in writing for this purpose, within the scope of this Agreement, shall be binding upon Vendor. Vendor's Project Manager shall exercise her or his best efforts while performing under this Agreement. Vendor's Project Manager shall be at the Department's site as needed during the course of work under this Agreement and will be available either in person, by telephone or E-mail to respond promptly (in no event more than 4 hours after receipt of a request or inquiry from the Department) during the business day to inquiries from the Department.

6.3.2 Review Meetings. Commencing with performance of this Agreement, Vendor's Project Manager shall meet weekly with the Department's project manager and representatives, unless otherwise mutually agreed, to discuss progress made by the Vendor in the performance of this Agreement. Vendor's Project Manager shall provide a status report, listing any problem or concern encountered since the last meeting. Vendor shall maintain records of such reports and other communications issued in writing during the course of its performance under this Agreement.

6.3.3 Reports. At the next scheduled meeting after which any party has identified in writing a problem, the Vendor shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. At a minimum, reports prepared by Vendor's Project Manager shall describe the previous week's activities, including problems encountered and their disposition, results of tests, whether or not deadlines were met, status of Deliverables, proposed changes to the Project Plan and any problems that may have arisen that need to be addressed before proceeding to the next activities. Vendor's proposed format and level of detail for its status reports shall be subject to the Department's approval.

6.3.4 Problem Reporting Omissions. The Department's receipt of acceptance of a problem report shall not relieve Vendor of any obligation under this Agreement or waive any other remedy under this Agreement or at law or equity that the Department may have. The Department's failure to identify the extent of a problem or Deficiency, or the extent of damages incurred as a result of a problem or Deficiency, shall not act as a waiver of performance under this Agreement.

6.3.5 Change Order Procedure. The Department may at any time request a modification to the Statement of Work using a change order. The following procedures for a change order shall be followed:

6.3.5.1 Written Request. The Department shall specify in writing the desired modifications to the same degree of specificity as in the original Statement of Work.

6.3.5.2 Vendor's Response. Vendor shall submit to the Department a firm time and cost proposal and any proposed modifications to the Project Plan for the requested change order within five (5) business days of receiving the Department's change order request.

6.3.5.3 Acceptance of Vendor's Estimate. If the Department accepts Vendor's

proposal, Vendor shall perform the modified services subject to the firm time and cost proposals included in Vendor's response and subject to the terms and conditions of this Agreement.

6.4 Key Personnel. The Department considers [name project manager and any other key personnel of Vendor] from Vendor to be essential to a successful project. Vendor shall not remove, reassign or substitute the individual(s) identified in this section except in the event of death, illness, retirement, disability, or termination from employment, conditions permitting absence from employment under the Family and Medical Leave Act of 1993, or in the event of the Department's written consent. If at any time during the term of this Agreement, the Department becomes dissatisfied with the performance of any individual who is part of Vendor's personnel, the Department shall notify Vendor of the reasons for such dissatisfaction and may request the replacement of such individual. Vendor will promptly investigate such request and the reasons for such dissatisfaction and report back to the Department on the corrective action Vendor believes is appropriate to address the Department's concerns and dissatisfaction. If the parties determine that such individual needs to be replaced, the replacement shall be effected promptly with a substitute individual having equal or greater ability, experience and qualifications than the departing individual.

6.5 Liquidated Damages. Vendor acknowledges and agrees that any delay or failure by Vendor to timely perform its obligations in accordance with this Agreement will delay and disrupt the Department's operations and will result in significant loss, expense and damages to the Department and the State. Furthermore, Vendor acknowledges and agrees that it may be extremely impractical and difficult to determine actual damages that the Department or the State may sustain. The following provisions in this Section 6.5 describe the liquidated damages Vendor shall pay to the Department as a result of non-performance hereunder by Vendor and that such liquidated damages are reasonable.

6.5.1 Vendor shall pay as liquidated damages \$100.00 a day for each and every day or portion thereof that Vendor fails to timely perform each Key Milestone (as defined in the Project Plan) in accordance with the Project Plan. The parties acknowledge and agree that Vendor could incur liquidated damages for more than one Key Milestone if Vendor fails to timely perform its obligations by each date.

6.5.2 Vendor shall pay as liquidated damages \$50.00 a day for each and every day or portion thereof that Vendor fails to correct a Deficiency or respond to the Department's request for support or correction of a Deficiency within the time period specified for correction or response.]

6.5.3 The assessment of liquidated damages shall not constitute a waiver or release of any other remedy the Department may have for Vendor's breach of this Agreement, including the Department's right to terminate this Agreement, and shall be entitled in its discretion to recover actual damages caused by Vendor's failure to perform any of its obligations under this Agreement. However, the Department will reduce such actual damages by the amounts of any liquidated damages received for the same events causing the actual damages. The assessment of liquidated damages shall be in addition to and not in lieu of such other remedies as may be available to the Department. It is expressly agreed that the waiver of any liquidated damages due the Department shall constitute a waiver only as to such liquidated damages and not a waiver of any future liquidated damages. Any failure by the Department to demand liquidated damages within any period of time shall not constitute a waiver of such claim by the Department.

6.5.4 Amounts due the Department as liquidated damages may be deducted by the Department from any fees or other compensation payable to Vendor under this Agreement, or the Department may bill Vendor as a separate item therefor or otherwise request in writing Vendor's payment of

liquidated damages assessed by the Department. Vendor shall promptly pay the Department any assessed liquidated damages, but in no event later than fifteen (15) days after the date of the Department's assessment or other written request for liquidated damages. At the Department's option, the Department may obtain payment of assessed liquidated damages through one (1) or more claims upon any performance bond furnished by Vendor.

Section 7. Term. The term of this contract is for three years with the Department having three one-year options to extend the Agreement. The decision to extend the Agreement will be at the sole option of the Department. The initial term of the contract is from [_____].

Section 8. Representations, Warranties and Covenants

8.1 Vendor represents and warrants that the Deliverables (in whole and in part) shall: (i) be free from material Deficiencies; and (ii) meet, conform to and operate in accordance with all Specifications and in accordance with this Agreement [during the term of this Agreement or for one year following the date [on which the Department provides notice of Final Acceptance or on which final implementation of the System is complete and the Department is running the System in live production or specify some other event which triggers commencement of the warranty period] (the "Warranty Period"). During the [term of this Agreement / Warranty Period], Vendor shall repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications at no cost to the Department [within three (3) business days of or promptly upon] receiving notice of such Deficiencies or failures from the Department. In the event Vendor is unable to repair, correct or replace such Deliverable to the Department's satisfaction, Vendor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Agreement, and the Department shall be entitled to pursue any other available contractual, legal or equitable remedy.

8.2 Vendor represents and warrants that it is fully aware of the Department's business requirements and intended uses for the Deliverables as set forth in the RFP, and the Deliverables shall satisfy such requirements in all material respects and are fit for such intended uses.

8.3 Vendor represents and warrants that: (i) all Deliverables shall be wholly original with and prepared solely by Vendor; (ii) it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses and authority necessary to provide the services and Deliverables to the Department hereunder and to assign, grant and convey the rights, benefits, licenses and other rights assigned, granted or conveyed to the Department hereunder [and under the Software License Agreement] without violating any rights of any Third Party; and (iii) the Department shall peacefully and quietly have, hold, possess, use and enjoy the Deliverables without suit, disruption or interruption.

8.4 Vendor represents and warrants that: (i) the Deliverables (and all intellectual property rights therein and related thereto); and (ii) the Department's use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights therein and related thereto), do not and shall not misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any Third Party. Vendor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. Vendor shall inform the Department in writing immediately upon becoming aware of any actual, potential or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then

Vendor shall, at the Department's request: (i) procure for the Department the right or license to continue to use the Deliverable at issue; (ii) replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; (iii) modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation or misappropriation; or (iv) accept the return of the Deliverable at issue and refund to the Department all fees, charges and any other amounts paid by the Department under this Agreement [and the Software License Agreement] with respect to such Deliverable. In addition, Vendor agrees to indemnify, defend, protect and hold harmless the Department and the State and their officers, directors, employees, officials and agents as provided in the Indemnification section of this Agreement. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Department and shall survive termination of this Agreement.

8.5 Vendor agrees that the Deliverables and all intellectual property rights and proprietary rights therein or related thereto, shall become and remain the sole and exclusive property of the Department and the State. Vendor hereby irrevocably transfers, assigns and conveys to the Department and the State all right, title and interest in and to such Deliverables and all intellectual property rights and proprietary rights therein or related thereto. Vendor shall take all actions as may be necessary or requested by the Department to carry out and effect such transfer, assignment and conveyance. Vendor represents and warrants that the Department and the State shall acquire good and clear title to such Deliverables, free from any claims, liens, security interests, encumbrances or other rights or interests of Vendor or of any Third Party. The Department and the State shall have the right to obtain and hold copyrights, patents or such other registrations or intellectual property protections as may be desirable or appropriate to the subject matter, and any extensions or renewals thereof. Vendor shall assist the Department and the State to obtain and secure copyrights, patents or other intellectual property rights, registrations or protections with respect to all such Deliverables in the United States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the Department and the State all the right, title and interest in and to such Deliverables. Vendor also agrees to waive and not assert any moral rights it may have with regard to such Deliverables. The Vendor shall not retain any property interests or other rights in and to such Deliverables and shall not use such Deliverables, in whole or in part, for any purpose, without the prior written consent of the Department and the payment of such royalties or other compensation as the Department deems appropriate. As the owner of such Deliverables, the Department and the State may, without limitation: (i) adapt, change, modify, edit or use the Deliverables as the Department or the State sees fit, including in combination with the works of others, prepare derivative works based on the Deliverables, and publish, display and distribute throughout the world any Deliverable(s) in any medium, whether now known or later devised, including, without limitation, any digital or optical medium, and (ii) make, use, sell, license, sublicense, or lease the Deliverables and any intellectual property rights therein or related thereto without payment of additional compensation to Vendor. For purposes of this Section 8.5, Deliverables shall be deemed to specifically exclude: [Software that is licensed to the Department pursuant to the Software License Agreement. Note: describe any other Deliverables in which Vendor may be retaining an interest].

8.6 All warranties made by Vendor in this Agreement, whether or not this Agreement specifically denominates Vendor's promise as a warranty or whether the warranty is created only by Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Department, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Agreement are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor.

8.7 Vendor represents, warrants and covenants that all services to be performed under this Agreement shall be performed in a professional, competent and workmanlike manner by knowledgeable, trained and qualified personnel, all in accordance with the terms and Specifications of this Agreement and the standards of performance considered generally acceptable in the industry for similar tasks and projects. In the absence of a Specification for the performance of any portion of this Agreement, the parties agree that the applicable specification shall be the generally accepted industry standard. So long as the Department notifies Vendor of any services performed in violation of this standard, Vendor shall re-perform the services at no cost to the Department, such that the services are rendered in the above-specified manner, or if the Vendor is unable to perform the services as warranted, Vendor shall reimburse the Department any fees or compensation paid to Vendor for the unsatisfactory services.

8.8 Vendor represents, warrants and covenants that it has complied with, and shall comply with, all applicable federal, state, foreign and local laws, rules, regulations, codes, and ordinances in connection with its performance under this Agreement [and the Software License Agreement].

8.9 Vendor represents, warrants and covenants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under this Agreement.

8.10 Vendor represents, and warrants that the Deliverables will comply with any applicable federal, state foreign and local laws, rules, regulations, codes, and ordinances in effect during the term of this Agreement. Vendor represents and warrants that the Deliverables will comply with applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

8.11 Vendor covenants that it will comply with and adhere to all Department and State information technology standards, including, without limitation, all technical and security standards, procedures and protocols, and that Vendor will take all precautions necessary to prevent unauthorized access to the Department's and the State's systems, networks, computers, property, records, data, and information.

Section 9. Indemnification.

9.1 Vendor and its successors and permitted assigns shall defend, protect, indemnify and hold harmless the Department, the State and their employees, officers, board members, agents, representatives, and officials ("Indemnitees") from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of:

9.1.1 Any violation or breach of any term or condition of this Agreement by or on behalf of Vendor, including, the furnishing or making by Vendor of any statement, representation, warranty or certification in connection with this Agreement, the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete; or

9.1.2 Any act or omissions of Vendor, including, without limitation, any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of Vendor, its officers, employees, agents, board members, subsidiaries, affiliates, contractors or subcontractors; or

9.1.3 Vendor's performance or attempted performance of this Agreement; or

9.1.4 Failure by Vendor or its employees, agents, officers, directors, subsidiaries, affiliates, contractors or subcontractors to comply with all applicable local, state, federal and international laws, rules, ordinances and regulations; or

9.1.5 Any failure by Vendor or its employees, agents, officers, directors, contractors or

subcontractors to make all reports, payments and withholdings required by Federal and state law with respect to Social Security, worker's compensation, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State; or

9.1.6 Any alleged or actual misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any Third Party, including any patents, trademarks, trade dress, trade secrets, or copyrights of a Third Party.

9.2 Vendor's duties as set forth in this Section 9 shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the Department or any other Indemnatee.

9.3 The Department will reasonably cooperate with Vendor to facilitate the defense of any action defended by Vendor. The Department reserves the right to participate in the defense of any such action.

9.4 Vendor shall be liable for any personal injury or damage to property caused by the fault or negligence of Vendor, its officers, directors, employees, agents and approved contractors or subcontractors.

Section 10. Default and Termination.

10.1 Termination for Cause by the Department. The Department may terminate this Agreement upon written notice for the breach by Vendor of any material term, condition or provision of this Agreement, if such breach is not cured within the time period specified in the Department's notice of breach or any subsequent notice or correspondence delivered by the Department to Vendor, provided that cure is feasible. Any time allowed for cure of a default shall not eliminate or reduce any liability Vendor may have for liquidated damages. In addition, the Department may terminate this Agreement effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

10.1.1 Vendor furnished any statement, representation, warranty or certification in connection with this Agreement, [the Software License Agreement,] the RFP or the Proposal that is false, deceptive, or materially incorrect or incomplete;

10.1.2 Vendor or any of Vendor's officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

10.1.3 Dissolution of Vendor or any parent or affiliate of Vendor owning a controlling interest in Vendor;

10.1.4 Vendor terminates or suspends its business;

10.1.5 Vendor's corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited;

10.1.6 Vendor has failed to comply with any applicable international, federal, state, or local laws, rules, ordinances, regulations or orders when performing within the scope of this Agreement;

10.1.7 The Department determines or believes the Vendor has engaged in conduct that has or may expose the Department or the State to material liability;

10.1.8 Vendor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Vendor misappropriates or allegedly misappropriates a trade secret; or

10.1.9 Any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder or entity having or owning a controlling interest in Vendor:

- 10.1.9.1** Commencing or permitting a filing against it which isn't discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
- 10.1.9.2** Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
- 10.1.9.3** Making an assignment for the benefit of creditors;
- 10.1.9.4** Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Vendor's performance of its obligations under this Agreement [or the Software License Agreement]; or
- 10.1.9.5** Taking any action to authorize any of the foregoing.

The Department's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to the Department.

10.2 Termination for Convenience. Following thirty (30) days written notice, the Department may terminate this Agreement in whole or in part for convenience without the payment of any penalty or incurring any further obligation to Vendor. Termination for convenience can be for any reason or no reason at all.

10.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following:

10.3.1 The legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or

10.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder [or under the Software License Agreement] are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or

10.3.3 If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified; or

10.3.4 If the Department's duties, programs or responsibilities are modified or materially altered; or

10.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects the Department's ability to fulfill any of its obligations under this Agreement or the operation of the System.

The Department shall provide Vendor with written notice of termination pursuant to this section.

10.4 Limitation of the State's Payment Obligations. In the event of termination of this Agreement for any reason by either party (except for termination by the Department pursuant to Section 10.1), the Department shall pay only those amounts, if any, due and owing to Vendor for Deliverables for which Acceptance has been provided by the Department up to and including the date of termination of this Agreement and for which the Department is obligated to pay pursuant to this Agreement. Payment will be made only upon submission of invoices and proper proof of Vendor's claim. Notwithstanding the foregoing, this Section 10.4 in no way limits the rights or remedies available to the Department and shall not be construed to require the Department to pay any compensation or other amounts hereunder [or under the Software License Agreement] in the event of Vendor's breach of this Agreement [or the Software License Agreement] or any amounts withheld by the Department in accordance with the terms of this Agreement. The Department shall not be liable, under any circumstances, for any of the following:

10.4.1 The payment of unemployment compensation to Vendor's employees;

10.4.2 The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;

10.4.3 Any costs incurred by Vendor in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement [and/or the Software License Agreement];

10.4.4 Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement [or the Software License Agreement];

10.4.5 Any taxes Vendor may owe in connection with the performance of this Agreement [or the Software License Agreement], including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

10.5 Vendor's Termination Duties. Upon receipt of notice of termination or upon request of the Department, Vendor shall:

10.5.1 Cease work under this Agreement and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work performed under the Agreement and such other matters as the Department may require.

10.5.2 Immediately cease using and return to the Department any property (including, without limitation, Department Property) or materials, whether tangible or intangible, provided by the Department to Vendor.

10.5.3 Cooperate in good faith with the Department and its employees, agents and independent contractors during the transition period between the notification of termination and the substitution of any replacement service provider.

10.5.4 Immediately return to the Department any payments made by the Department for services or Deliverables that were not rendered or provided by Vendor.

10.6 Termination for Cause by Vendor. Vendor may only terminate this Agreement upon written notice for the breach by the Department of any material term, condition or provision of this Agreement, if such breach is not cured within sixty (60) days of the Department's receipt of Vendor's written notice of breach.

Section 11. Insurance.

11.1 Insurance Policies. Vendor shall maintain in full force and effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this Agreement. Vendor's insurance shall, among other things, insure against loss or damage resulting from Vendor's performance of this Agreement and shall be subject to the approval of the Department. All such insurance policies shall remain in full force and effect for the entire term of this Agreement and shall not be canceled or changed without the Department's prior written consent.

Unless otherwise requested by the Department, Vendor shall, at its sole cost, cause to be issued and maintained in effect during the entire term of this Agreement not less than the insurance coverages set forth below each naming the Department and the State of Iowa as an additional insured or loss payee, as applicable:

<i>Type of Insurance</i>	<i>Limit</i>	<i>Amount</i>
General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$5 million
	Prod./Comp.	
	Aggregate	\$1 million
	Personal injury	\$1 million
Excess Liability, umbrella form	Each Occurrence	\$1 million
	Each Occurrence	\$1 million
	Aggregate	\$2 million
Errors and Omissions Insurance	Each Occurrence	\$2 million
Property Damage	Each Occurrence	\$1 million
	Aggregate	\$2 million
Workers Compensation and Employer Liability	As Required by Iowa law	

11.2 Claims Provision. All insurance policies required by this Agreement must provide coverage for all claims arising from activities occurring during the term of the policy regardless of the date the claim is filed or expiration of the policy.

11.3 Certificates of Coverage. Certificates of the insurance described above shall be submitted to the Department within thirty (30) days after the effective date of this Agreement and shall be subject to approval by the Department. Vendor shall provide certificates for the coverage required. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least thirty (30) days prior written notice to the Department.

11.4 No Limitation of Liability. Acceptance of the insurance certificates by the Department shall not act to relieve Vendor of any obligation under this Agreement. All insurance policies and certificates shall be issued only by companies authorized to transact business in the State of Iowa. It shall be the responsibility of Vendor to keep the respective insurance policies and coverages current and in force during the life of this Agreement.

11.5 Warranty. Vendor warrants that it has examined its insurance coverage to determine whether the Department and the State can be named as additional insureds without creating an adverse effect on Vendor's coverage.

11.6 Waiver of Subrogation Rights. Vendor shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against the Department or the State. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to the Department.

Section 12. Contract Administration.

12.1 Independent Contractor. Vendor is an independent contractor performing services for the Department. Vendor shall not hold itself out as an employee or agent of the Department. The Department shall not provide Vendor with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither Vendor nor any of its staff are eligible for any State employee benefits, including, but not limited to, retirement benefits, insurance coverage or the like. Vendor and its staff shall not be considered employees of the Department or the State for any purpose, including for federal or State tax purposes. The Department shall not withhold taxes on behalf of Vendor. Vendor shall be responsible for payment of all taxes in connection with any income earned from performing this Agreement.

12.2 Compliance with the Law and Regulations.

12.2.1 Vendor and its employees, agents, officers, directors, approved contractors and subcontractors shall comply with all applicable federal, state, international, and local laws, rules, ordinances, codes, regulations and orders when performing within the scope of this Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management and the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws, and laws relating to the use of targeted small businesses as subcontractors or suppliers. Vendor shall comply with any applicable reporting and compliance standards of the Department of Management regarding equal employment. Vendor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 Iowa Admin. Code Chapter 4. Vendor shall make the provisions of this section a part of its contracts with any approved subcontractors providing goods or services related to Vendor's performance of this Agreement.

12.2.2 Vendor shall give notice to any labor union with which it has a bargaining or other agreement of its commitment under this section of the Agreement. Vendor shall make the provisions of this section a part of its contracts with any approved subcontractors providing goods or services related to the fulfillment or performance of this Agreement.

12.2.3 The Department may consider the failure of Vendor to comply with any law or regulation as a material breach of this Agreement.

12.3 Confidentiality. Vendor and its employees, agents, approved contractors and subcontractors may have access to Confidential Information, data, software, hardware, programs or other information or property possessed, owned or maintained by the Department or the State ("Department Property") to the extent necessary to carry out its responsibilities under the Agreement. Such Department Property shall at all times remain the property of the Department and/or the State. Vendor shall preserve the confidentiality of Department Property disclosed or furnished by the Department to Vendor and shall

maintain procedures for safeguarding such property. Vendor must designate one individual who shall remain the responsible authority in charge of all Department Property collected, used, or disseminated by Vendor in connection with the performance of this Agreement. Vendor shall accept responsibility for providing adequate supervision and training to its agents, employees and any approved contractors and subcontractors to ensure compliance with the terms of this Agreement. Vendor and its employees, agents, and any approved contractors or subcontractors may be required by the Department to execute confidentiality or non-disclosure agreements to obtain access to certain Department Property.

Vendor and its employees, agents, approved contractors and subcontractors shall not disclose, publish, reproduce, disseminate or otherwise use any Department Property received, collected, maintained, or used in the course of performance of the Agreement except as permitted by the Department to enable Vendor to perform its obligations under this Agreement and except as required by applicable laws, rules or regulations, either during the term of this Agreement or thereafter. Vendor agrees to return any and all Department Property received, collected, accessed, maintained, created, or used in the course of the performance of the Agreement in whatever form it is maintained promptly at the request of the Department. In the event that Vendor receives a request for access to any Department Property, Vendor shall immediately communicate such request to the Department for consideration and handling.

Vendor shall indemnify the Department, the State and all other Indemnitees in the manner provided for indemnification elsewhere in this Agreement for a violation of this section. In the event of a breach of this section, the Department may terminate this Agreement immediately without notice of default and opportunity to cure. Vendor's obligations under this section shall survive expiration or termination of this Agreement.

12.4 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. Both parties must execute all amendments to this Agreement.

12.5 Third Party Rights. No person other than the parties hereto, their respective successors and permitted assigns, the State and Governmental Entities may rely on or derive any rights pursuant to or under this Agreement. This Agreement is intended to benefit only the Department, the State, Governmental Entities and the Vendor.

12.6 Choice of Law and Forum.

12.6.1 This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the state of Iowa, without giving effect to the choice of law principles thereof. .

12.6.2 Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Vendor irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this Agreement shall be brought and maintained exclusively in the aforesaid courts; and (ii) submits to and accepts, with respect to any such

action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts.

12.6.3 This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Department or the State.

12.6.4 Vendor irrevocably consents to service of process by certified or registered mail addressed to the Vendor's designated agent.

The Vendor appoints [name] at [address] Des Moines, Iowa, as its agent to receive service of process. If for any reason the Vendor's agent for service is unable to act as such or the address of the agent changes, Vendor shall immediately appoint a new agent and provide the Department with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the Department. Nothing in this provision will alter the right of the Department to serve process in any other manner permitted by law.

12.6.5 This Section 12.6 shall survive termination of this Agreement.

12.7 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, except that the Department may assign this Agreement to any State agency or unit of State government that succeeds the Department's duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the Department to which the Deliverables relate. For purposes of construing this clause, a transfer of a controlling interest in Vendor, a merger, sale or consolidation of Vendor, or a sale of substantially all of Vendor's assets shall be considered an assignment. Vendor agrees that it shall provide the Department with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Vendor and of any proposed merger, sale or consolidation of Vendor. Vendor agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of Vendor or any affiliate thereof without the prior written consent of the Department.

12.8 Use of Third Parties. None of the services to be provided by Vendor pursuant to this Agreement shall be subcontracted or delegated to any Third Party without the prior written consent of the Department. The Department's consent shall not be deemed in any way to provide for the incurrence of any additional obligation of the Department, whether financial or otherwise. Any subcontract to which the Department has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that the Department may deem necessary. Vendor is solely liable for any and all payments that may be due to a subcontractor pursuant to any subcontract. Vendor shall indemnify, defend and hold harmless the Department and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Vendor's breach of any subcontract into which it enters, including Vendor's failure to pay any and all amounts due to any subcontractor. All subcontracts shall contain provisions for the Department access to the subcontractor's books, documents, and records and for inspections of work, as required of Vendor herein. No subcontract or delegation of work shall relieve or discharge Vendor from any obligation, provision, or liability under this Agreement. Vendor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any such contractor or subcontractor. Any action of a subcontractor, which, if done by Vendor, would constitute a breach of this Agreement, shall be deemed a breach by Vendor and have the same legal effect.

12.9 Integration. This Agreement [and the Software License Agreement] represents the entire Agreement between the parties concerning the subject matter hereof, and neither party is relying on any representation that may have been made which is not included in this Agreement [or the Software License Agreement.] The Department shall not be bound by any “shrink-wrap” agreement, “click-wrap” agreement, or “sneakwrap” agreement (or any other similar agreement) that may accompany or relate to a Deliverable. Vendor acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits, and other documents and has had the opportunity to receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind. Accordingly, this Agreement shall not be construed or interpreted against the Department on the basis of draftsmanship or preparation thereof.

12.10 Obligation beyond Agreement Term. This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Agreement. Vendor’s obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 4.1, 5.1 - 5.4, 5.6 – 5.82, 8.1 - 8.11, 9.1 - 9.4, 10.4 - 10.7, 11, 12.2, 12.3, 12.6, 12.8, 12.10 - 12.15, 12.19, 12.24, 12.28, 12.30, 12.32, 12.33, and 12.38 – 12.40 shall survive termination of this Agreement and/or termination of Support.

12.11 Supersedes Former Agreements. This Agreement supersedes all prior Agreements between the Department and Vendor for the goods and services provided in connection with this Agreement, [except for the Software License Agreement.]

12.12 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto. No term or condition of this Agreement shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

12.13 Notices.

12.13.1 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to the Department:

If to Vendor:

12.13.2 Any notice or communication sent by certified U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier.

12.13.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

12.14 Cumulative Rights. The various rights, powers, options, elections and remedies of the Department and the State provided in this Agreement shall be construed as cumulative and no one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed the Department and the State by law, and shall in no way affect or impair the right of the Department or the State to pursue any other contractual, equitable or legal remedy to which the Department and the State may be entitled as long as any default remains in any way unremedied, unsatisfied, or undischarged. The election by the Department or the State of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

12.15 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

12.16 Time is of the Essence. Time is of the essence with respect to Vendor's performance of its obligations under this Agreement. Vendor shall ensure that all personnel providing services to the Department are responsive to the Department's requirements and requests in all respects.

12.17 Authorization. Vendor represents and warrants that it has the right, power and authority to enter into and perform its obligations under this Agreement and that it has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of Vendor, enforceable in accordance with its terms.

12.18 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties' hereto and their respective successors, assigns, and legal representatives.

12.19 Records Retention and Access. Vendor shall maintain books, documents and records that sufficiently and properly document Vendor's performance under this Agreement, including records that document all fees and other amounts charged during the term of this Agreement, for a period of at least five (5) years following the later of the date of final payment, termination or expiration of this Agreement, or the completion of any required audit. Vendor shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the

Comptroller General of the United States or any other authorized representative of the United States government, at no charge, to access and examine, audit, excerpt and transcribe any pertinent books, documents, electronic or optically stored and created records or other records of Vendor relating directly or indirectly to Vendor's performance under this Agreement. Vendor shall not impose a charge or seek payment for any fee, charge, or expense associated with any audit or examination of such books, documents and records. Vendor shall require its subcontractors to agree to the same provisions of this section.

12.20 Headings or Captions and Terms. The section headings or captions are for identification purposes only and do not limit or construe the contents of the sections. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word "or" has the inclusive meaning represented by the phrase "and/or." The words "include" and "including" shall be deemed to be followed by the phrase "without limitation." The words "thereof," "herein," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

12.21 Multiple Counterparts. This agreement shall be executed in two or more counterparts, any one of which shall be an original without reference to the others.

12.22 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of the partnership, joint venture (or other association of any kind or agent/principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon, another party to this Agreement.

12.23 Additional Provisions. The parties agree that if an Addendum, Rider, Schedule, Appendix or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

12.24 Further Assurances and Corrective Instruments. The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

12.25 Obligations of Joint Entities. If Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

12.26 Force Majeure.

12.26.1 Neither Vendor nor the Department shall be liable to the other for any delay or failure of performance of this Agreement, and no delay or failure of performance shall constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by a "force majeure" and not as a result of the fault or negligence of a party.

12.26.2 As used in this Agreement, "force majeure" includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party effected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. Failure to perform by a subcontractor or an agent of Vendor shall not be considered a "force majeure" unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. "Force Majeure" does not include financial difficulties

of Vendor or any parent, subsidiary, affiliated or associated company of Vendor or claims or court orders that restrict Vendor's ability to deliver the goods or services contemplated by this Agreement.

12.26.3 If a "force majeure" delays or prevents Vendor's performance, Vendor shall immediately commence to use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be reasonably determined solely by the Department.

12.27 Material Breaches. The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

12.28 Right of Inspection. Vendor shall allow the Department, or anyone designated by the Department, to inspect its facilities and books and records at all reasonable times in order to monitor and evaluate performance of this Agreement.

12.29 Taxes. Vendor shall be responsible for paying any taxes incurred by Vendor in the performance of this Agreement. The Department and the State are exempt from the payment of State sales and other taxes.

12.30 Title to Property. Title to all property (including Department Property) furnished by the Department and/or the State to Vendor to facilitate the performance of this Agreement shall remain the sole property of the Department and/or the State. All such property shall only be used by Vendor for purposes of fulfilling its obligations under this Agreement and shall be returned to the Department upon the earliest of completion, termination, or cancellation of this Agreement or at the Department's request. Vendor acknowledges that it shall acquire no interest or rights in and to such property. Except as expressly provided in this Agreement, Vendor shall not disclose or use such property for any purpose, including pledging or encumbering it, selling or using it for monetary gain, using it to compile mailing lists, solicit business or pursue other business activities, or otherwise. Title to all property purchased by Vendor, for which Vendor has been reimbursed or paid by the Department under this Agreement, shall pass to and vest in the Department and/or State, except as otherwise provided in this Agreement.

12.31 Exclusivity. This Agreement is not exclusive. During the term of this Agreement, the Department may obtain similar services from other service providers.

12.32 Award of Related Agreements. the Department may undertake or award supplemental or successor agreements for work related to this Agreement. Vendor shall cooperate fully with other contractors, consultants and other persons who may be engaged by the Department or the State in connection with this Agreement. Vendor will ensure that any of its contractors or subcontractors that have been approved by the Department will abide by this provision.

12.33 Sovereign Immunity. The Department and the State do not waive sovereign immunity by entering into this Agreement and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations for any claim arising out of or related to this Agreement.

12.34 Hardware and Equipment. In the event that any hardware and other equipment owned by Vendor and used in connection with this Agreement are subject to the security interest or a legal or equitable interest by a Third Party, Vendor shall insure in any such transactions that the Department shall be notified of a default occurring under the instrument and if Vendor does not cure the default within the time allowed, the Department may, in its sole discretion, cure the default by Vendor and assess or set off all costs associated with affecting cure, including but not limited to, the amount in

default and reasonable attorneys fees against Vendor.

12.35 Disclaimer. All information contained in the RFP and any appendices or attachments thereto reflect the information available to the Department at the time the above-cited documents were prepared. The Department does not warrant the accuracy of any such information and shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in those documents.

12.36. Procurement by other Governmental Entities. Vendor acknowledges and agrees that other State agencies, departments, boards, commissions, establishments, units and other governmental entities (as defined in Iowa Code Section 8A.101) may procure services and Deliverables from Vendor under this Agreement.

12.37. Assignment of Third Party Warranties. Vendor hereby assigns and shall assign to the Department any and all existing and future warranties, indemnities and other benefits obtained or available from the licensor of any Third Party software or the manufacturer of any equipment or replacement parts provided or otherwise furnished in connection with this Agreement.

12.38. Attorney's Fees and Expenses. Subject to the other terms and conditions of this Agreement, in the event Vendor defaults in any obligations under this Agreement, Vendor shall pay to the Department all costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of the Department) incurred by the Department in enforcing this Agreement or any of its rights and remedies with respect thereto.

12.39 Contract Compliance Audit. Vendor agrees that the Department or a representative of its selection may conduct a complete contract compliance audit at least once annually during the term of this Agreement and after termination or expiration of this Agreement to determine whether or not the Vendor is complying with the terms of this Agreement, criteria established for access to Department Property, State and federal laws regarding Confidential Information, and any other applicable laws and regulations. Vendor shall promptly comply with and correct any deficiencies noted in the audit report as audit exceptions and will promptly implement any recommendations reasonably requested by the Department or its representatives. Vendor shall not impose any charge or fee in connection with any contract compliance audit.

12.40 Care of Property. Vendor shall be responsible for the proper custody and care of any property, data, databases, software, interfaces, hardware, telecommunications lines and equipment, intellectual property and Department Property furnished by the Department for Vendor's use in connection with the performance of the Agreement. Vendor shall exercise its best efforts to prevent damage to all such property and shall, at the Department request, restore damaged property to the extent possible to its condition prior to the damage at the sole expense of Vendor. Such restoration shall be complete when judged satisfactory by the Department. In addition, at the Department's request, Vendor will reimburse the Department for any loss or damage to such property caused by Vendor, or any agent, contractor or subcontractor employed or utilized by Vendor. Vendor shall not take any action that would impair the value of, or goodwill associated with, the name, property and intellectual property rights of the Department and the State. Vendor shall obtain the prior advance written approval from the Department prior to Vendor's use of the name, marks or intellectual property rights of the Department or the State.

12.41 Notification of Events. Vendor shall notify the Department in writing if any of the following has been engaged in by or occurred with respect to Vendor or any corporation, shareholder or entity having or owing a controlling interest in Vendor:

12.41.1 Vendor files or permits the filing against it of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

12.41.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; or

12.41.3 Making an assignment for the benefit of creditors; or

12.41.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Vendor's performance of its obligations under this Agreement

12.41.5 An order is entered approving an involuntary petition to reorganize the business of Vendor for all or part of its property; or

12.41.6 If a writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Vendor is issued by any court or administrative agency against all or any material portion of Vendor's property; or

12.41.7 Taking any action to authorize any of the foregoing.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

[Department]

By: _____
Name: _____
Title: _____
Date: _____

[Vendor]

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A
STATEMENT OF WORK

SCHEDULE B
PROJECT PLAN

SCHEDULE C
PERFORMANCE STANDARDS

Attachment 7
RFP BD80500S326

Model Software License Agreement

This Software License Agreement (the “Agreement”) is effective as of _____, 2004, and is made by and between _____, a [corporation] located at [] organized under the laws of _____, (“Licensor”) and the State of Iowa (“State”), acting by and through the Department of _____ (“Department”) (the State and the Department shall be referred to individually and collectively as “Licensee”).

SECTION 1. DEFINITIONS

1.1 “Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “disclosing party”) to the other party (a “receiving party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Confidential Information does not include any information that: (i) was rightfully in the possession of the receiving party from a source other than the disclosing party prior to the time of disclosure of the information by the disclosing party to the receiving party; (ii) was known to the receiving party prior to the disclosure of the information by the disclosing party; (iii) was disclosed to the receiving party without restriction by an independent third party having a legal right to disclose the information; (iv) is in the public domain or shall have become publicly available other than as a result of disclosure by the receiving party in violation of this Agreement or in breach of any other agreement with the disclosing party; (v) is independently developed by the receiving party without any reliance on Confidential Information disclosed by the disclosing party; (vi) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (vii) is disclosed by the receiving party with the written consent of the disclosing party.

1.2 “Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to the Software, including, without limitation, any failure of the Software to conform to or meet an applicable Specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of the Software.

1.3 “Documentation” means any and all technical information, commentary, explanations, design and system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Software.

1.4 “Enhancements” means all updates, upgrades, patches, additions, modifications or other enhancements to the Software provided or made by Licensor or any Third Party Licensor, any new releases of Software, and all changes to the Documentation and Source Code as a result of such Enhancements.

1.5 “Governmental Entity” or “Governmental Entities” mean any governmental entity as defined in Iowa Code Section 8A.101(4) (Supp 2003) or any successor provision to that section.

1.6 “Services Contract” means the Services Agreement by and between the Department and Licensors dated _____.

1.7 “Software” means the [describe specific software products] and all other software programs and components listed in Schedule A and all related Documentation, Enhancements, Source Code, object code and copies thereof. Software includes Third Party Software. Software is a Deliverable under the Services Contract.

1.8 “Source Code” means the human-readable source code for the Software and includes source code listings, instructions (including compile instructions), programmer’s notes, and commentary for and/or related to the source code or Software.

1.9 “Specifications” mean all specifications, requirements, technical standards, performance standards, representations and other criteria related to the Software stated or expressed in this Agreement, the Services Contract, Documentation, the Licensee’s Request for Proposal No. _____ for [use title of RFP] (“RFP”), and the Licensors’ proposal dated _____, in response to the RFP (“Proposal”). Specifications shall include the Acceptance Criteria and any specifications, standards or criteria stated or set forth in any applicable state, federal, foreign and local laws, rules and regulations. The Specifications are incorporated into this Agreement by reference as if fully set forth in this Agreement.

1.10 “Statement of Work” shall have the meaning ascribed to it in the Services Contract.

1.11 “Third Party” means a person or entity (including, but not limited to any form of business organization, such as a corporation, partnership, limited liability corporation, association, etc.) that is not a party to this Agreement.

1.12 “Third Party Software” means Software licensed by Licensors from Third Parties and sub-licensed or otherwise furnished to Licensee in connection with this Agreement. Third Party Software shall be considered Software under this Agreement.

1.13 “Warranty Period” shall have the meaning ascribed to it in the Services Contract.

1.14 “Authorized Contractor” means any third party contractor retained by the Licensee to maintain, support, modify, enhance, or prepare derivative works based on, the Software as permitted hereunder or to otherwise assist in a permitted use of the Software, who has executed a written confidentiality agreement, in a form acceptable to Licensors, that protects the Software and Source Code from unauthorized use or disclosure.

1.15 “Authorized Users” mean: (a) Governmental Entities, and (b) independent contractors, consultants or other third parties who are retained or hired by Licensee or a Governmental

Entity to maintain, modify, support, enhance, or prepare derivative works based on, the Software or to assist in a permitted use of the Software.

- 1.16 “Documentation” means any and all technical information, commentary, explanations, design and system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Software.
- 1.17 “Enhancements” means all updates, upgrades, patches, additions, modifications or other enhancements to the Software, any new releases or versions of the Software, and all changes to the Documentation and Source Code as a result of such Enhancements.
- 1.18 “Governmental Entity” or “Governmental Entities” mean any governmental entity as defined in Iowa Code Section 8A.101(4) (Supp 2003) or any successor provision to that section. Governmental Entities shall also be deemed to include agencies, independent agencies, departments, boards, authorities, institutions, establishments, divisions, bureaus, commissions, committees, councils, and examining boards, offices of elective constitutional or statutory officers, and other units or entities of government.

SECTION 2. SOFTWARE LICENSE

2.1 License. Licensors hereby grants to Licensee and to Authorized Users a nonexclusive, irrevocable and perpetual license to use, execute, copy, modify, maintain, enhance, test, prepare derivative works based on, distribute, sublicense, demonstrate and display the Software and to combine the Software with other software products (“State Use”). All Software subject to this Agreement may be used on any one or more of the Licensee’s or any Governmental Entity’s computers, data center locations, networks, Internet or intranet sites, servers or other systems (“Licensee Systems”). For purposes of this Agreement, Authorized Users shall mean: (a) Licensee and Governmental Entities, and (b) independent contractors, consultants or other Third Parties who are retained or hired by Licensee or a Governmental Entity to maintain, modify or enhance the Software or for other purposes consistent with State Use. The Parties agree that if the Licensee or any Authorized User makes any modifications or enhancements to the Software, the Licensee or Authorized User who makes such modification or enhancement owns such modifications or enhancements

2.2 SOURCE CODE

Licensors shall furnish and deliver to Licensee a complete copy of the Source Code (on a media and in an electronic format acceptable to Licensee) and updated Documentation (including any written information necessary or desirable for the maintenance, modification, compilation, and/or enhancement of the Software) for the most current version of all Software provided to Licensee hereunder: (i) upon Licensee’s Acceptance of the Software [or, within x days of execution of this Agreement], (ii) when Licensors delivers or furnishes any Enhancement to Licensee under this Agreement or any maintenance or support agreement related to the Software, and (iii) upon

Licensee's reasonable request. Licensee may use, copy, modify, maintain, enhance, prepare derivative works based on, the source code and documentation.

--OR---

Licensor shall deposit and maintain at all times during the term of this Agreement a complete copy of the Source Code (on a media and in an electronic format acceptable to Licensee) and all related Documentation for the most current version and immediately preceding version of the Software provided to Licensee hereunder (and under any agreement involving maintenance and/or support) in escrow with an escrow agent satisfactory to the Licensee. As Enhancements are produced or made available by Licensor (including pursuant to any agreement involving maintenance and/or support of the Software), Licensor shall immediately thereafter deposit a complete copy of the Source Code (on a media and in an electronic format acceptable to Licensee) and all updated Documentation in escrow with the escrow agent for Licensee's benefit.

Licensee shall be entitled to receive all Source Code and Documentation in escrow from the escrow agent, after providing five (5) business days written notice to the escrow agent, upon the occurrence of any one or more of the following events: (i) Licensor violates or commits a breach of any term or condition of this Agreement or any agreement relating to maintenance and support of the Software, and Licensor fails to cure such breach within the time period established for curing such breach, if any; (ii) Licensor attempts to assign, transfer or subcontract its maintenance or support obligations, or any interest therein, or delegate any duty with respect to such obligations, without the prior written consent of Licensee; (iii) Licensor ceases to provide maintenance and support to Licensee, whether due to its ceasing to conduct business generally or otherwise; (iv) Licensor terminates or suspends its business or ceases to do business; (v) Licensor becomes subject to any bankruptcy or insolvency proceeding under federal or state law; (vi) Licensor has become insolvent or unable to pay its obligations as they accrue or become due; (vii) Licensor makes an assignment for the benefit of Licensor's creditors; (viii) a receiver, trustee, liquidator, custodian or similar official has been appointed to act on behalf of the Licensor with respect to any of its operations or assets; (ix) Licensor merges, is sold or enters into an agreement to sell all or substantially all of its assets resulting in Licensor's failure to remain a party to, or otherwise retain all of its rights and obligations under, this Agreement or any agreement relating to maintenance and support of the Software, and the survivor or acquirer does not assume all of Licensor's rights and obligations under such agreements, whether by operation of law, written agreement or otherwise; or (x) Licensor violates or commits a breach of any term or condition of the source code escrow agreement, which breach has not been cured by Licensor within any applicable time period stated therein for curing such breach. Licensor shall provide a copy of the source code escrow agreement to Licensee within fifteen (15) days after execution of this Agreement, the terms and conditions of which must be: (i) consistent with the terms of this Agreement and (ii) acceptable to Licensee. Licensor shall pay all costs and fees payable to the escrow agent under the source code escrow agreement and shall not change the escrow agent or terminate, amend or modify the source code escrow agreement during the term of this Agreement, without Licensee's prior written consent. Licensor will notify Licensee in writing immediately upon Licensor's receipt of any notice of default, breach or termination from the escrow agent.

In the event Licensee receives the Source Code pursuant to this Section 2.2, all of the rights and privileges granted under this Agreement with respect to the Software shall apply to the Source Code, and Licensee (and any Authorized Contractors/Users) shall be entitled to exercise all of such rights and privileges with respect to the Source Code. In addition, Licensee (and any Authorized Contractors/Users) shall have a nonexclusive, irrevocable and perpetual license to copy, maintain, support, modify, enhance, and prepare derivative works based on, the Source Code and/or the Software.

2.3 NONDISCLOSURE OBLIGATIONS (OF THE STATE/LICENSEE)

Except as provided or contemplated herein, and subject to applicable federal, state or international laws, rules or regulations (including Iowa Code Chapter 22 and [insert citation for the Department's Fair Info. Practices rules) the Licensee shall not disclose to Third Parties (excluding Authorized Contractors/Users) any information of Licensor that is marked or otherwise clearly identified by Licensor as Confidential Information without the prior written consent of Licensor. Licensor shall limit such identification to information it reasonably believes is entitled to confidential protection pursuant to such applicable laws, rules and regulations. Notwithstanding the foregoing, the Licensee may disclose Licensor's Confidential Information pursuant to legal, judicial, or administrative proceedings, subpoena, summons, order, ruling or other legal or administrative processes, or applicable laws, rules, or regulations. In such event, the Licensee shall provide prompt notice to Licensor of the circumstances giving rise to the Licensee's disclosure. Licensor acknowledges that the Licensee is subject to Iowa Code Chapter 22 and other laws, rules and regulations governing public records. If a request is made to inspect, view or otherwise access Licensor's Confidential Information pursuant to such laws, rules or regulations, the Licensee will promptly notify Licensor of the request. Subject to the foregoing, the Licensee will use reasonable efforts to protect Licensor's Confidential Information provided such information can reasonably be determined to constitute a confidential record under Iowa Code Section 22.7 or other applicable laws, rules or regulations. In the event the Licensee reasonably determines that such information is not a confidential record, the Licensee may release such information unless Licensor files an action in Polk County District Court to prevent the release of the requested information within ten (10) days of receiving notice from the Licensee. For purposes of this Section 9.2.2, the Source Code shall be considered Confidential Information of Licensor to the extent Licensor has taken reasonable steps to protect it as a trade secret.

2.4 Third-Party Software.

Licensor represents and warrants that this Agreement contains all of the terms, conditions and restrictions applicable to any Third Party Software licensed hereunder and to Licensee's and any Authorized User's use thereof or exercise of any rights with respect thereto. Any agreement that Licensor may have with Third Parties respecting Third Party Software shall in no way alter the terms and conditions of this Agreement. Licensor shall indemnify, defend and hold harmless the Licensee from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and

expenses of every kind and nature whatsoever arising as a result of Licensor's breach of any agreement it may have with Third Parties respecting Third Party Software, including Licensor's failure to pay any and all amounts due under any such agreement. Licensor shall take all action necessary to ensure that Licensee and Authorized Users shall be entitled to receive and enjoy all warranties and other benefits associated with Third Party Software, and Licensor shall assign to Licensee all warranties and indemnities pertaining to Third Party Software under any license or other agreement between Licensor and any Third Party relating to Third Party Software. Licensor further represents and warrants that any license granted under this Agreement with respect to Third Party Software shall continue in effect perpetually notwithstanding the termination or expiration of any license or other agreement between Licensor and any Third Party relating to Third Party Software.

SECTION 3. TERM

The term of this Agreement and the license granted hereunder shall be perpetual unless terminated by either party in accordance with the express terms of this Agreement.

SECTION 4. DELIVERY AND INSTALLATION.

Licensor shall deliver the Software to Licensee and setup and install the Software for use on the Licensee Systems specified by Licensee in accordance with the Service Contract and the Statement of Work. Licensor shall bear all freight, shipping, handling and insurance costs for delivery of the Software and shall bear all risk of loss with respect to the Software, including any losses resulting from any damage to or destruction of the Software, in whole or in part, which may occur prior to Acceptance.

SECTION 5. COMPENSATION.

5.1 License Fee. In consideration of the grant of the perpetual license and all other rights granted to Licensee and Authorized Users under this Agreement, Licensor shall be entitled to receive the amount specified in the Statement of Work for Software that is subject this Agreement, subject to all of the terms and conditions of this Agreement and the Services Contract, including Sections 5.1- 5.4, 5.6, 5.7 and 10.4 of the Services Contract. Such amount, when paid, shall be deemed a fully paid-up license fee, and Licensee and Authorized Users shall not be required to pay any additional license fees, expenses, costs, charges or other amounts in connection with the grant of the licenses, distribution rights and other rights granted hereunder, or the provision of any other goods or services hereunder, unless otherwise agreed by Licensee in writing.

5.2 Invoice and Payment. Licensor shall submit to the Department an invoice requesting payment of the fee specified above and supporting documentation in accordance with the terms and conditions of Section 5.2 of the Services Contract. The Department shall pay all approved invoices in accordance with and subject to the terms and conditions of the Services Contract, including Sections 5.1- 5.4, 5.6, 5.7 and 10.4 thereof. Notwithstanding anything herein to the contrary, the Department shall have the right to dispute any invoice submitted for payment and withhold payment of any disputed amount if the Department believes the invoice is inaccurate or incorrect in any way.

5.3 Set Off. In the event that Licensor owes the Department or the State any sum under the terms of this Agreement, the Services Contract, any other agreement, pursuant to a judgment, or pursuant to any law, the Department may set off such sum against any sum invoiced to the Department in the Department's sole discretion unless otherwise required by law. Amounts due to the Department or State as liquidated damages or any other damages may be deducted by the Department without a judgment or any court action from any money or sum payable by the Department to Licensor pursuant to this Agreement or any other agreement between Licensor and the Department or the State.

5.4 Withholding. In addition to pursuing any other remedy provided herein or by law, the Department may withhold compensation or payments to Licensor, in whole or in part, without penalty to Licensee or work stoppage by Licensor, in the event: (i) Licensor fails to provide Software or correct any Deficiencies with respect to any Software to Licensee's satisfaction; (ii) Licensor fails to perform any of its other obligations as set forth in this Agreement and/or the Services Contract; or (iii) the Software or any portion thereof fails to meet or conform to any applicable Specifications. No interest shall accrue or be paid to Licensor on any compensation or other amounts withheld or retained pursuant to the Section 5.4.

SECTION 6. REPRESENTATIONS, WARRANTIES AND COVENANTS

6.1 Licensor represents and warrants that during the Warranty Period, the Software (in whole and in part) shall: (i) be free from material Deficiencies; (ii) conform to and operate in accordance with all Specifications; and (iii) be compatible with and interoperate fully and correctly with the Licensee Systems specified in Schedule B. Licensor warrants that all media containing or relating to the Software furnished hereunder shall be free from defects in material and workmanship. During the Warranty Period, Licensor shall, at Licensee's request, repair, correct or replace any Software that fails to comply with the warranties and requirements of this Section 6.1 promptly upon receiving notice of such failure from Licensee, but in no event more than [three (3)] days after the date of receipt of such notice. In the event Licensor is unable to repair, correct or replace such Software to Licensee's satisfaction, Vendor shall refund the fees or other amounts paid for such Software within ten (10) business days after Licensee's request for such refund. The foregoing shall not constitute an exclusive remedy under this Agreement, and Licensee shall be entitled to pursue any other available contractual, legal or equitable remedy.

6.2 Licensor represents and warrants that Licensor is fully aware of Licensee's business requirements and intended uses for the Software as set forth in the RFP, and the Software Deliverables shall satisfy such requirements in all material respects and is fit for such intended uses.

6.3 Licensor represents and warrants that: (i) it is the owner or a licensee of the Software and any and all intellectual property rights in and to the Software, including, but not limited to, copyrights, trademarks, trade secrets, trade dress, and/or patent rights; (ii) it owns, possesses, holds,

and has received all rights, permits, permissions, licenses and authority necessary to provide the Software to Licensee hereunder and to grant and convey the benefits, licenses and other rights granted or conveyed to Licensee and Authorized Users hereunder without violating any rights of any Third Party; (iii) the Software, excluding any Third Party Software, shall be wholly original with and prepared solely by Licensor; and (iv) Licensee shall peacefully and quietly have, hold, possess, use and enjoy the Software without suit, disruption or interruption.

6.4 Licensor represents and warrants that Licensee's (and any Authorized User's) use of the Software in accordance with the terms of this Agreement and Licensee's (and any Authorized User's) exercise of the rights, licenses and benefits granted or conveyed hereunder do not and shall not misappropriate a trade secret or infringe upon any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any Third Party. Licensor further represents and warrants there is no pending or threatened claim, litigation or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Software. Licensor shall immediately inform Licensee in writing upon becoming aware of any actual, potential or threatened claim of infringement or violation of any intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Software. If such a claim arises or is likely to arise, then Licensor shall, at the Licensee's request: (i) procure for the Licensee and Authorized Users the right or license to continue to use the Software at issue; (ii) replace such Software with functionally equivalent or superior Software free of any such infringement, violation or misappropriation; or (iii) modify or replace the affected portion of the Software with functionally equivalent or superior Software free of any such infringement, violation or misappropriation. In the event Licensor is unable to fulfill its obligation under (i), (ii) or (iii) above as requested, Licensor shall accept the return of the Software and refund to the Licensee all fees, charges and any other amounts paid by the Licensee with respect to such Software. In addition, Licensor agrees to fully indemnify, defend, protect and hold harmless the Licensee, Authorized Users and their officers, directors, employees, officials and agents as provided in the Indemnification section of this Agreement. The foregoing remedies shall be in addition to and not exclusive of other remedies available to the Licensee and shall survive termination of this Agreement.

6.5 The Licensor represents and warrants that all Software provided under this Agreement which uses date data shall accurately process data, including but not limited to, calculating, comparing and sequencing from, into, between and among the nineteenth, twentieth and twenty-first centuries, including leap year calculations, integral calculations, day-in-year calculations, day-of-week calculations and week-of-year calculations; and not experience abnormal ending and/or produce invalid or incorrect results in the operation of the Software or Licensee's System. If the Software is to perform as a system with other hardware and/or software, then this warranty shall apply to the Software as it processes, transfers, sequences data, or otherwise interacts with other software, hardware, components or other parts of the system, provided that such other software, hardware, components or parts do not fail to meet any applicable requirements of this Section 6.5. The remedies available to the Licensee for breach of this warranty include, but are not limited to, repair or replacement of non-compliant Software. Nothing in this warranty shall be construed to limit any

rights or remedies of the Licensee under this Agreement with respect to Deficiencies in the Software other than data processing compliance.

6.6 The Licensor represents and warrants that all Software and Enhancements do not and shall not as delivered or provided by Licensor contain an anti-use device, a disabling device, lockup program, a so-called “time bomb” or “drop dead” device, instructions, contaminants, viruses, Trojan Horses, worms, cancelbots, or any other mechanism, code or computer programming routine that will disable, damage, impair or impede, lock-up, alter, halt, abnormally end, surreptitiously intercept, expropriate or interfere with the Software, Licensee Systems or any data or information of Licensee. Licensor covenants that it will not under any circumstance, including enforcement of a valid contract right, (i) install or trigger a lockup program or disabling device, or (ii) take any step that would in any manner interfere with Licensee’s use of the Software of Licensee Systems, or restrict Licensee from accessing its data files or in any way interfere with the transaction of Licensee’s business. For any breach of this provision, Licensor shall, immediately after receipt of notification of the breach, cure the breach to Licensee’s satisfaction, including, without limitation, repairing, at Licensor’s expense, any damage done to the Software or Licensee Systems or any other property.

6.7 Licensor represents, warrants and covenants that it has complied with, and shall comply with, all applicable federal, state, local and international laws, rules, regulations, codes, orders and ordinances in connection with its performance of this Agreement.

6.8 Licensor represents and warrants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of its obligations under this Agreement.

6.9 Licensor represents and warrants that the Software and the license, use and other rights granted hereunder comply with, and shall comply with, all applicable federal, state, local and international laws, rules, regulations, codes, orders and ordinances in effect as of the date of this Agreement. Licensor represents and warrants that the Software will comply with applicable provisions of Section 508 of the Rehabilitation Act of 1073, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Department of Administrative Services, Information Technology Enterprise.

6.10 Notwithstanding anything to the contrary, in no event shall Licensor be liable for any modifications or enhancements made by Licensee or an Authorized User to the Software. Licensee acknowledges that no warranty is provided with respect to any such modifications or enhancements made by Licensee or an Authorized User.

SECTION 7. TERMINATION.

7.1 Termination by Licensee for Cause. The Licensee may terminate this Agreement, without

penalty, upon written notice for the breach by Licensor of any material term, condition or provision of this Agreement, if such breach is not cured within any time period specified in the notice of breach or any subsequent notice delivered by Licensee to Licensor, assuming cure is feasible. In addition, Licensee may terminate this Agreement for any reason specified in Section 10.2 of the Services Contract upon providing any applicable written notice and opportunity for cure that may be required pursuant to that section. The Licensee's right to terminate this Agreement shall be in addition to and not exclusive of other remedies available to the Licensee.

7.2 Termination by Licensee for Reasons Other Than Cause. Licensee may terminate this Agreement for any of the reasons for which the Department may terminate the Services Contract (including Sections 10.2 and 10.3, but excluding Section 10.1) upon providing any applicable written notice expressly required to be provided pursuant to the Services Contract. For purposes of this Section 7.2, all references in the Services Contract to the terms "State," "Agreement," and "Deliverables" shall be deemed to include and additionally refer to the terms "Licensee," "Agreement," and "Software," respectively, as used herein. Licensee's right to terminate this Agreement for any of the reasons provided herein shall survive termination of the Services Contract.

7.3 Termination by Licensor for Cause. Licensor may only terminate this Agreement and revoke the license and other rights granted under this Agreement if Licensee has breached this Agreement by failing to pay in full the license fee specified in Section 5.1 in accordance with the terms of this Agreement and the Services Contract, or if Licensee commits a material breach of Section 9.2.2 of this Agreement, provided in either event that Licensor first gives Licensee written notice of the alleged breach and a 60-day period in which to cure the breach. Licensor may not terminate this Agreement and revoke the license and other rights granted hereunder if Licensee's failure to pay any portion or all of the license fee or other amounts arises from or relates to Licensee's withholding or retention of such amounts in accordance with this Agreement or the Services Contract. Upon termination of this Agreement by Licensor in accordance with this Section 7.3, Licensee will return the Software to Licensor or will certify in writing to Licensor that it has destroyed all copies of the Software. Except as expressly provided in this Section 7.3, Licensor shall not be entitled to terminate this Agreement or revoke the license and other rights granted herein.

7.4 Limitation of the Licensee's Payment Obligations. In no event shall Licensee be required to pay any amounts other than those expressly stated in Section 5.1 of this Agreement. The Licensee (and Authorized Users) shall not be liable, under any circumstances and regardless of termination of this Agreement, for any of the following:

7.4.1 The payment of unemployment compensation to Licensor's employees;

7.4.2 The payment of workers' compensation claims, which occur during the Agreement or extend beyond the date on which the Agreement terminates;

7.4.3 Any costs incurred by Licensor in its performance of the Agreement, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Agreement and/or the Services Contract;

7.4.4 Any damages or other amounts, including amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments or commitments made in connection with this Agreement, the Services Contract or any agreement with Third Parties;

7.4.5 Any taxes Licensor may owe in connection with the performance of this Agreement or the Services Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

SECTION 8. INDEMNIFICATION.

8.1 Licensor and its successors and permitted assigns shall defend, indemnify and hold the Licensee and Authorized Users and their employees, officers, directors, agents, and officials (individually and collectively “Indemnitees”) harmless from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of time of the Attorney General’s Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of:

8.1.1 Any violation or breach of any term or condition of this Agreement by Licensor; or

8.1.2 Any acts or omissions of the Licensor related to the performance of this Agreement, including any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of Licensor, its officers, employees, agents, directors, contractors or subcontractors; or

8.1.3 Failure by Licensor or its employees, agents, officers, or directors to comply with any applicable local, state, federal and international laws, rules, ordinances or regulations; or

8.1.4 Any alleged or actual misappropriation of a trade secret or infringement or violation of any intellectual property right, proprietary right or personal right of any Third Party, including, without limitation, any patents, trademarks, trade dress, trade secrets, or copyrights.

8.2 Licensor’s duties as set forth in this Section 8 shall survive the termination of this Agreement and shall apply to all acts taken in the performance of this Agreement regardless of the date any potential claim is made or discovered by Licensee or any other Indemnitee.

8.3 Licensee shall reasonably cooperate with Licensor to facilitate the defense of any action defended by Licensor. Licensee reserves the right to participate in the defense of any action or claim for which indemnification is provided hereunder.

SECTION 9. CONTRACT ADMINISTRATION.

9.1 Independent Contractor. The status of the Licensors shall be that of an independent contractor. Licensee shall not provide the Licensors with office space, support staff, equipment or tools, or supervision beyond the terms of this Agreement. Neither the Licensors nor its employees shall be considered employees of the State of Iowa. Neither the Licensors nor its employees are eligible for any State employee benefits, including but not limited to, retirement benefits, insurance coverage or the like. Neither the Licensors nor its employees shall be considered employees of the Licensee or the State of Iowa for federal or state tax purposes. Licensee shall not withhold taxes on behalf of the Licensors (unless required by law). The Licensors shall be responsible for payment of all taxes in connection with any income earned from this project.

9.2 Confidentiality.

9.2.1 Licensors and its employees, agents, contractors and subcontractors may have access to Confidential Information, data, software, hardware, programs or other information or property possessed (exclusive of Licensors' Software and Documentation), owned or maintained by Licensee ("Licensee Property") to the extent necessary to perform its obligations under this Agreement and the Services Contract. Such Licensee Property shall at all times remain the property of Licensee. Licensors shall preserve the confidentiality of Licensee Property and shall maintain procedures for safeguarding such property. Licensors shall designate one individual who shall remain the responsible authority in charge of all Licensee Property received, collected, accessed, disseminated or otherwise used by Licensors in connection with the performance of this Agreement and the Services Contract. Licensors shall accept responsibility for providing adequate supervision and training to its employees, agents, contractors and subcontractors to ensure compliance with the terms of this Agreement. Licensors and its employees, agents, and contractors or subcontractors may be required by the Licensee to execute confidentiality or non-disclosure agreements to obtain access to certain Licensee Property. Licensors and its employees, agents, contractors and subcontractors shall not disclose, publish, reproduce, disseminate or otherwise use any Licensee Property received, collected, maintained, or used in the course of performance of the Agreement or the Services Contract except as permitted by the Licensee to enable Licensors to perform its obligations under this Agreement and the Services Contract and except as authorized by applicable laws, rules or regulations, either during the term of this Agreement or thereafter. Licensors agree to return any and all Licensee Property and all copies thereof received, collected, accessed, maintained, created, or used in the course or performance of the Agreement in whatever form it is maintained promptly at the request of Licensee. In the event that Licensors receives a request for access to any Licensee Property, Licensors shall immediately communicate such request to Licensee for consideration and handling. Licensors shall indemnify Licensee in the manner provided for indemnification elsewhere in this Agreement for a violation of this section. In the event of a breach of this Section, the Licensee may terminate this Agreement immediately without notice of default and opportunity to cure. Licensors' obligations under this Section 9.2.1 shall survive termination of this Agreement.

9.2.2 Except as provided or contemplated herein, and subject to applicable federal, state or international laws, rules or regulations (including Iowa Code Chapter 22 and [insert citation

for the Department's Fair Info. Practices rules) the Licensee shall not disclose to Third Parties (excluding Authorized Users) any information of Licensor that is marked or otherwise clearly identified by Licensor as Confidential Information without the prior written consent of Licensor. Licensor shall limit such identification to information it reasonably believes is entitled to confidential protection pursuant to such applicable laws, rules and regulations. Notwithstanding the foregoing, the Licensee may disclose Licensor's Confidential Information pursuant to legal, judicial, or administrative proceedings, subpoena, summons, order, ruling or other legal or administrative processes, or applicable laws, rules, or regulations. In such event, the Licensee shall provide prompt notice to Licensor of the circumstances giving rise to the Licensee's disclosure. Licensor acknowledges that the Licensee is subject to Iowa Code Chapter 22 and other laws, rules and regulations governing public records. If a request is made to view or otherwise access Licensor's Confidential Information pursuant to such laws, rules or regulations, the Licensee will promptly notify Licensor of the request. Subject to the foregoing, the Licensee will use reasonable efforts to protect Licensor's Confidential Information provided such information can reasonably be determined to constitute a confidential record under Iowa Code Section 22.7 or other applicable laws, rules or regulations. In the event the Licensee reasonably determines that such information is not a confidential record, the Licensee may release such information unless Licensor files an action in Polk County District Court to prevent the release of the requested information within ten (10) days of receiving notice from the Licensee. For purposes of this Section 9.2.2, the source code for the Software shall be considered Confidential Information of Licensor.

9.3 Compliance With Laws. Licensor and its employees, agents, officers, directors, contractors and subcontractors shall comply with all applicable federal, state, international and local laws, rules, ordinances, regulations and orders when performing within the scope of this Agreement, including, without limitation, all laws applicable to the prevention of discrimination in employment, the administrative rules of the Iowa Department of Management or the Iowa Civil Rights Commission which pertain to equal employment opportunity and affirmative action, laws relating to prevailing wages, occupational safety and health standards, prevention of discrimination in employment, payment of taxes, gift laws, lobbying laws and laws relating to the use of targeted small businesses as subcontractors or suppliers. Licensor shall comply with any applicable reporting and compliance standards of the Department of Management regarding equal employment. Licensor may be required to submit its affirmative action plan to the Department of Management to comply with the requirements of 541 Iowa Admin. Code 4. Licensor represents and warrants that it has complied with all federal, state, foreign and local laws, codes, rules, ordinances, orders and regulations applicable to the performance of its obligations under this Agreement.

9.4 Amendments. This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be fully executed by the parties.

9.5 Third-Party Rights. No person other than the parties hereto, their respective successors and permitted assigns, and Authorized Users may rely on or derive any rights pursuant to or under this Agreement. This Agreement is intended to benefit only the Licensee, Authorized Users and the Licensor.

9.6 Choice of Law and Forum. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the state of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with this Agreement, including after expiration or termination of this Agreement, shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. Licensors hereby irrevocably: (i) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this Agreement shall be brought and maintained exclusively in the aforesaid courts; and (ii) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Licensee. Licensors irrevocably consents to service of process by certified or registered mail addressed to the Licensors's designated agent. The Licensors appoints [name] at [address] Des Moines, Iowa, as its agent to receive service of process. If for any reason the Licensors's agent for service is unable to act as such or the address of the agent changes, Licensors shall immediately appoint a new agent and provide the Department with written notice of the change in agent or address. Any change in the appointment of the agent or address will be effective only upon actual receipt by the Licensee. Nothing in this provision will alter the right of the Licensee to serve process in any other manner permitted by law. This Section 9.6 shall survive termination of this Agreement.

9.7 Assignment and Delegation. This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party, except that the Licensee may assign this Agreement to any State agency or unit of State government that succeeds the Department's duties hereunder or otherwise assumes responsibility for functions or duties currently assumed by the Department to which the Software relates. For purposes of construing this clause, a transfer of a controlling interest in the Licensors, a merger, sale or consolidation of Licensors, or a sale of substantially all of Licensors's assets shall be considered an assignment. Licensors agrees that it shall provide Licensee with the earliest possible advance notice of any proposed sale or transfer or any controlling interest in or substantial assets of Licensors and of any proposed merger, sale or consolidation of Licensors. Licensors agrees that it shall not use this Agreement, or any portion thereof, for collateral or to otherwise secure any financial obligation of Licensors or any affiliate thereof without the prior written consent of Licensee.

9.8 Integration. This Agreement represents the entire agreement between the parties concerning the grant of the perpetual license, distribution rights and other rights granted to Licensee and Authorized Users under this Agreement, and neither party is relying on any representation that may have been made with respect thereto which is not included in this Agreement. This Agreement shall not supercede the Services Contract. Licensee shall not be bound by any "shrink-wrap" agreement, "click-wrap" agreement, "sneakwrap" agreement, or any other similar agreement that may accompany or relate to the Software. Licensors acknowledges that it has thoroughly read this Agreement and all related schedules, exhibits and other documents and has had the opportunity to

receive competent advice and counsel necessary for it to form a complete understanding of all rights and obligations herein and to accept same freely and without coercion of any kind. Accordingly, this Agreement shall not be construed or interpreted against the Licensee on the basis of draftsmanship or preparation hereof.

9.9 Headings or Captions and Terms. The paragraph headings or captions are for identification purposes only and do not limit or construe the contents of the paragraphs. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, and the word “or” has the inclusive meaning represented by the phrase “and/or.” The words “include” and “including” shall be deemed to be followed by the phrase “without limitation.” The words “thereof,” “herein,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement.

9.10 Not a Joint Venture. Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any agreement or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.

9.11 Obligations Beyond Agreement Term. This Agreement shall remain in full force and effect perpetually unless terminated pursuant to Section 7 of this Agreement. Licensor’s obligations under this Agreement which by their nature would continue beyond the termination of this Agreement, including, by way of illustration and not by limitation, those obligations set forth in Sections 2.3, 5.2-5.4, 6-8, 9.4, 9.2, 9.3, 9.5, 9.6, 9.8, 9.11-9.16, 9.18, 9.19, 9.22, 9.24-9.26, 9.29, and 9.33-9.35 shall survive termination of this Agreement.

9.12 Use of Third Parties. None of the services to be provided by Licensor pursuant to this Agreement shall be subcontracted or delegated to any Third Party without the prior written consent of Licensee. Licensee’s consent shall not be deemed in any way to provide for the incurrence of any additional obligation of Licensee, whether financial or otherwise. Any subcontract to which the Licensee has consented shall be in writing and shall in no way alter the terms and conditions of this Agreement. All subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Licensee may deem necessary. Licensor is solely liable for any and all payments that may be due to the subcontractor pursuant to its subcontract agreement with Licensor. Licensor shall indemnify, defend and hold harmless the Licensee from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Licensor’s breach of any subcontract into which it enters, including Licensor’s failure to pay any and all amounts due by Licensor to any subcontractor.

No subcontract or delegation of work shall relieve or discharge Licensor from any obligation, provision, or liability under this Agreement. Licensor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any such contractor or subcontractor. Any action of a subcontractor, which, if done by Licensor, would constitute a breach of this Agreement, shall be deemed a breach by Licensor and have the same legal effect.

9.13 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of Licensee and the Licensors, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

9.14 Notices. Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice hereunder. The effective date for any notice under this Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS:

If to Licensee: _____

If to Licensors: _____

Any notice or communication sent by certified U.S. Mail under this Agreement shall be deemed given upon receipt as evidenced by the U.S. Postal Service return receipt card, or if sent by overnight delivery service, upon receipt as evidenced by the signature attained by the carrier. From time to time, either party may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

9.15 Cumulative Rights. The various rights, powers, options, elections and remedies of Licensee provided in this Agreement shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed Licensee by law, and shall in no way affect or impair the right of Licensee to pursue any other equitable or legal remedy to which Licensee may be entitled. Licensee's election of any one or more remedies shall not constitute a waiver of the right to pursue any other available remedies.

9.16 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

9.17 Authorization. Licensors represent and warrants to Licensee that:

9.17.1 It has the right, power and authority to enter into and perform its obligations under this Agreement.

9.17.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve

execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself enforceable in accordance with its terms.

9.18 Successors in Interest. All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and legal representatives

9.19 Record Retention And Access. The Licensor shall maintain books, records, and documents which sufficiently and properly document all services and deliverables provided under this Agreement and calculate all charges billed to the Licensee throughout the term of this Agreement for a period of at least five (5) years following the later of the date of final payment, termination or expiration of this Agreement, or completion of any required audit. The Licensor shall permit the Licensee, the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Licensor relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. The Licensor shall not impose or seek payment for any charge, fee or expense associated with any audit or examination of the Licensor's books and records conducted in accordance with this provision. The provisions of this section 9.19 shall be incorporated by Licensor in any permitted subcontract with a value or cost of \$10,000 or more.

9.20 Counterparts. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

9.21 Additional Provisions. The parties agree that if an Addendum, Schedule, Rider or Exhibit is attached and referred to in this Agreement then the same shall be deemed incorporated herein by reference.

9.22 Further Assurances and Corrective Instruments. Licensor agrees that it will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Agreement.

9.23 Award of Related Agreements. The Licensee may undertake or award supplemental or successor agreements for work related to this Agreement, the Services Contract or with respect to the Software. Licensor shall cooperate fully with other contractors, consultants and other persons who may be engaged by Licensee in connection with this Agreement, the Services Contract or with respect to any of the Software. Licensor will ensure that its subcontractors, if any, will abide by this provision.

9.24 Sovereign Immunity. The Department and the State do not waive sovereign immunity by

entering into this Agreement and specifically retain and reserve the defense of sovereign immunity and all defenses available to them under State and federal laws, rules and regulations, including, without limitation, Iowa Code Chapter 669 and the Constitution of the State of Iowa.

9.25 Care of Property. Licensors shall be responsible for the proper custody and care of any Licensee Property furnished for Licensors' use in connection with the performance of the Agreement, and Licensors will reimburse the Licensee for any loss or damage to such property caused by Licensors, or any person, agent or subcontractor employed or utilized by Licensors, normal wear and tear excepted.

9.26 Licensors shall notify Licensee in writing if any of the following has been engaged in by or occurred with respect to Licensors or any corporation, shareholder or entity having or owing a controlling interest in Licensors:

9.26.1 Licensors files or permits the filing against it of a case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;

9.26.2 Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets; or

9.26.3 Making an assignment for the benefit of creditors; or

9.26.4 Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with Licensors' performance of its obligations under this Agreement

9.26.5 An order is entered approving an involuntary petition to reorganize the business of Licensors for all or part of its property; or

9.26.6 If a writ or warrant of attachment, execution, distraint, levy, possession or any similar process that may materially affect the operation of Licensors is issued by any court or administrative agency against all or any material portion of Licensors' property; or

9.26.7 Taking any action to authorize any of the foregoing.

9.27 Disclaimer. All statistical, fiscal and other information contained in the RFP and any appendices or attachments thereto reflects the information available to Licensee at the time the above-cited documents were prepared. Licensee does not warrant the accuracy of any such information and shall not be liable for any errors or omissions, or the results of errors or omissions, which may be discovered, at any time, to exist in those documents.

9.28 Exclusivity. This Agreement is not exclusive. During the term of this Agreement, Licensee may obtain similar services and deliverables from other providers.

9.29 Title to Property. Title to all property, including, without limitation, Licensee Property, furnished by or on behalf of Licensee to Licensor to facilitate the performance of this Agreement shall remain the sole property of the Licensee. All such property shall only be used by Licensor for purposes of fulfilling its obligations under this Agreement and shall be returned to the Licensee upon the earliest of completion, termination, or cancellation of this Agreement or at Licensee's request. Title to all property purchased by Licensor, for which Licensor has been reimbursed or paid by the Licensee under this Agreement shall pass to and vest in the Licensee upon Acceptance of the Software Deliverables, except as otherwise provided in this Agreement.

9.30 Material Breaches. The references in this Agreement to specific material breaches of this Agreement shall not be construed as implying that other breaches of this Agreement are not material.

9.31 Right of Inspection. Licensor shall allow Licensee, or anyone designated by the Licensee, to inspect its facilities and books and records at all reasonable times in order to monitor and evaluate performance of this Agreement.

9.32 Taxes. Licensor shall be responsible for paying any taxes incurred by Licensor in the performance of this Agreement. The State and the Department are exempt from the payment of Iowa sales and other taxes.

9.33 Obligations of Joint Entities. If Licensor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this agreement, and for any default of such activities and obligations.

9.34 Attorney's Fees and Expenses. Subject to the other terms and conditions of this Agreement, in the event Licensor defaults in any obligations under this Agreement, Licensor shall pay to Licensee all costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by or on behalf of Licensee) incurred by Licensee in enforcing this Agreement or any of its rights and remedies with respect thereto.

9.35 Time is of the Essence. Time is of the essence with respect to Licensor's performance of its obligations under this Agreement. Licensor shall ensure that all personnel providing services to Licensee are responsive to Licensee's requirements and requests in all respects.

SECTION 10. EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other

good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

LICENSOR

By: _____

Date: _____

Title: _____

LICENSEE

State of Iowa, acting by and through the _____ Department

By: _____

Date: _____

Title: _____

SCHEDULE A

DESCRIPTION OF SOFTWARE SUBJECT TO THE SOFTWARE LICENSE AGREEMENT

SCHEDULE B

LICENSEE SYSTEMS ON WHICH THE SOFTWARE WILL BE INSTALLED INITIALLY



Iowa Department of
Administrative Services

General Services Enterprise

Thomas J. Vilsack, Governor
Sally J. Pederson, Lt. Governor

Mollie K. Anderson, Director
Patrick J. Deluhery, Chief Operating Officer

Friday, February 11, 2005

To: All Potential Bidders

From: Ashley Super, Purchasing Agent III
Phone: 515-281-7073
E-mail: Ashley.Super@iowa.gov

RE: **AMENDMENT ONE** to RFP #BD80500S326 for EMS System Registry

Please amend aforementioned RFP to include the following answers to questions timely submitted by prospective bidders:

- 1) In order to promote further clarification of the requirements would the Iowa Department of Public Health consider extending an invitation to candidate vendors to meet in person sometime during the month of February and at a location determined by the department for the purpose further discussion and additional clarifications regarding this RFP?

A: No such meeting [i.e. bidders conference] is planned at this time. However the Department reserves the right to request presentations from bidders.

- 2) How many concurrent users do you expect that this system will service? Do you have a profile of the expected users of this system in terms of hardware, OS, type of browser, internet connection type, etc?

A: Users of the system registry will include department staff, training coordinators, EMS service staff, EMS individual providers from around the state as well as unknown individuals who would be interested in retrieving data for

mailing labels or other needs they might have. Overall the potential is for thousands of users. Simultaneously users could number in the hundreds.

- 3) If we have previously developed applications and solutions that address requirements that may not be expressly listed in this RFP but would help to clarify and address our specific approach to your overall solution requirements, may we provide this additional information.

A: Yes. The Department welcomes suggestions that meet the minimum requirements of the RFP. Bidders should include in their proposals examples of previous applications developed that are similar in nature or can provide some indication of what applications the bidder is capable of producing. However the state reserves the right to reject any alternate approach offered.

- 4) *Re: 3.2 – Mandatory General Requirements; P. a) Password Security must interface with Windows Active Directory for User authentication.* Will all user accounts for this system be maintained in Active Directory? If so, do you currently have tools to manage and administer these accounts or will the proposed application be required to provide all account management function and be fully integrated with Active Directory?

A: User accounts may be but are not required to be housed in Active Directory. Relevant information will be supplied to the successful bidder after contract signing regarding specific Bureau security structure. Full Integration with Active Directory is not required, but may be suggested as part of bidder response.

- 5) *Re: 3.2 – Mandatory General Requirements. The product offered must run on Microsoft 2000 Server OS.* Can you provide more specific information about hardware and software platform requirements for this application, by providing the exact OS, database name and version and application service platform of any existing hardware and software that is intended to host the proposed application?

A: Requirements are as stated in the RFP. The application will be hosted by MS SQL Server. Bidders are encouraged to document all specific requirements as a part of their response.

- 6) *Re: System Registry – Business Requirements and Rules Matrix, ID 2.2 – Information currently contained in the EMS Certification Database and the CTRE applications should be loaded to the new system. Business users will be responsible for “cleaning up” this data prior the load.* Can you indicate what format or database system(s) is currently being used to maintain this information? Is the data in a format which is proprietary to these applications or is the data managed by an external database service such as Oracle or MS SQL?

A: The present certification database resides in ACCESS. Service information entered into CTRE resides in MS SQL.

- 7) *Re: System Registry – Business Requirements and Rules Matrix, ID 4.1 – Application needs to utilize the Bureau of Information Management’s standard security infrastructure. Can you provide further clarification and/or documentation regarding the Bureau of Information Management’s standard security infrastructure?*

A: Relevant information will be supplied only to the successful bidder after contract signing.

- 8) *Re: System Registry – Business Requirements and Rules Matrix, R20.4 – If a renewal is done online, the date of the receipt of money (if applicable) should be used as a basis for expiration status. For example, if the fee is not received by the expiration date, but the certified individual has renewed online and the expiration date passes, their status should be determined as Expired. Is functionality for accounting of fees and collections also to be included in this application or will this information be acquired by some transfer of information from another application? If yes, please describe this external application and the form of data that will be transferred.*

A: Functionality for accounting should be a component of this application.

- 9) *Re: System Registry – Business Requirements and Rules Matrix, R20.4 Is it intended that the requirements for this application include Credit Card processing and tracking functionality need to provide online payment of fees?*

A: Credit card processing is not viable at this time.

- 10) We are very concerned with the timeline for this project. If the Notice of Intent to Award can be 180 days after Bid date, and contract negotiation can be up to 60 days, we are already past the mandatory completion and acceptance date. Please provide more clarification at the Schedule of Events.

A: Due to funding constraints it is impossible to change the deadline for delivery of the application. The Schedule of Events in RFP Section One is our standard RFP language from a legal point of view without regard to any specific business requirements. The Completion Date in Section 3 more accurately expresses the business requirements for this particular project and must be met. The implementation schedule you propose will be evaluated in part on the reasonable assessment of your ability to meet the deadline in Section 3.

- 11) *Re: User Access & Security. Provide more information and clarification on the user & security model. What are the requirements for the Bureau of Information*

Management security infrastructure, You made mention of the use of Active Directory, do you want user security administration within the application, or for the application to inherit the user roles defined in active directory? How do you want users outside the domain to authenticate to the application? Do you have an external instance of active directory?

A: Relevant information will be supplied only to the successful bidder after contract signing regarding specific Bureau security structure. Full Integration with Active Directory is not required, but may be suggested as part of bidder response. All proposed security solutions will be considered.

12) Will a subject matter expert be available for mapping?

A: Yes.

13) What are the training requirements help files, etc?

A: Include all training options in your work plan.

14) Would there be a need for onsite support?

A: This is yet to be determined. There may be a need for additional onsite support for 'startup'. Time onsite should be estimated at 25%.

15) Are you looking at a specific product that would cater to your requirements? Do you have any preferences for a specific Commercial Off-the-shelf Software (COTS)?

A: No preferences either way as long as all requirements are met.

16) Can we propose custom application development to meet your requirements?

A: Yes.

17) Who prepared the business requirements document?

A: Department staff

18) Data conversion – What is the source for the data? Please provide data volume details in terms of number of tables/records.

A: Several tables and approximately 40,000 records will need to be converted.

19) Should SQL Server and/or Windows Server licensing be included in the cost proposal?

A: Estimated costs for initial infrastructure implementation should be included as separate line items.

- 20) Regarding Requirement 5, what level of training should the vendor provide (i.e. training classes for IDPH, training classes for all audiences, help files, training curriculum, and developer training)?

A: Vendor should outline training options and costs. The Department will consider all responses.

- 21) Regarding Requirement 2.3, who will manage the business users effort of clean up, what type of clean up will be involved, and what is the timeline for said clean up? Are samples of the data to be converted available?

A: Department staff will work with the successful bidder to determine most appropriate means to cleanup existing data.

- 22) Regarding Requirement 2.9, what can the vendor do to prepare the system for the addition of the Trauma Information?

A: Relevant details will be provided to the successful bidder after a contract has been signed. Bidders may respond in a fashion they deem most appropriate.

- 23) Regarding Requirement 6.2, is a sample or definition of the structure that exists within the Health Alert Network available?

A: Relevant details will be provided to the successful bidder after a contract has been signed.

- 24) Regarding Requirement 6.4, Social Security Number is included in the list of fields to display to the user each time at login. However, Requirement 4.2 states the Social Security Number should never be displayed in the system. Which is the case?

A: Social security number will be displayed when the individual student or EMS provider is entering information. It may also be displayed if the Department feels it is vital to other reports. It will NOT be displayed during any public search for information.

- 25) Regarding Requirement 6.6, when registering a Service, the Service Program Name is defined as "read-only". How is this information defined if it is read-only at the time of record creation?

A: This statement about “read-only” is inaccurate and is hereby deleted. Service program name will be defined at record creation.

- 26) For the state zip code information, is it intended to utilize a third-party service to keep this information updated?

A: The Department has an existing contract for zip code information.

- 27) Is a sample of the National EMS Office File available? Also, what are the keys used to tie between this file and the EMS System Registry for import purposes?

A: A sample of the National EMS Office will be provided to the successful bidder as well as the keys needed for the import process.

- 28) How integrated should the records between the DMAT Component and the EMS System Registry be (for example, if a user is already registered on the EMS System Registry, would their EMS System Registry record simply be appended with information regarding DMAT) or should this component be completely stand-alone?

A: The Department will consider all options proposed.

- 29) What are the performance requirements for the EMS System Registry?

A: The application must scale to thousands of active users, hundreds of which will be accessing simultaneously. It is expected that minimum software/hardware architecture configuration examples will be included in the bidder response. Bidders should propose performance expectations of their solutions.

- 30) Is there a preferred worksite?

A: It is expected 25% of the bidders time will be spent onsite with the Dept.

- 31) Does the Department's licensing for server and development tools cover the Vendor?

A: No

- 32) Is there a preference between COTS and Custom Developed Software?

A: No.

- 33) Is there a preferred .NET Language?

A: VB.NET

- 34) Section 3.2.R requires that the application must work with Network and Personal Firewalls in a secure manner. Will the Department please share whether there is anything unique in the configuration of the Department's firewall environment that would need to be considered as part of the application design?

A: Multiple firewalls are in place. Relevant details will be provided to the successful bidder after a contract has been signed. It is expected that bidders will demonstrate architecture consistent with principles of least privilege, and that the absolute minimum number of communication ports will be required "open" through firewalls for communication between computers.

- 35) Section 3.2.T.b requires that the product licensing must be per server and not per user /seat. Is the Department aware of an existing software application that can be customized for the EMS Registry requirements? Does the Department expect to pay software licensing (rather than development costs) for this application?

A: The Department is aware of other state EMS agencies having similar type applications operating or in development. The department will evaluate all responses received.

- 36) Section 3.2.T.c requires the specified hardware configuration can support mirroring of data to a hot backup site. Is the Department requesting the vendors to include the cost of servers configured for mirroring in the cost of their proposal?

A: Estimated costs for initial infrastructure implementation should be included as separate line items.

- 37) Section 3.3 Mandatory Requirements makes reference to 9 different required pieces. The Technical Proposal Response Format and Cost Proposal Response Format only include EIGHT CAPITALIZED requirements. It appears that the ENTITY RENEWAL (3.3.F) is not included on these sheets. Is this requirement included in the RENEWAL FUNCTION and pricing for this requirement should be listed on this line of the Cost Proposal Format?

A: That was an over sight. All nine areas should be included on the response formats.

- 38) Section 3.3.B.1 Indicates that Test Data from the National Registry of EMS needs to imported into the application. Please provide additional details of this import. Is this a one time import? Is there a requirement for an ongoing interface with the National Registry for ongoing updates? Monthly? What format is the data expected to be in? Flat file?

A: An ongoing interface should be created so files from the National Registry can be imported. Frequency is yet to be determined.

- 39) Section 3.3.B.3 indicates that not all test data is handled via the National Registry of EMS or at a State level. Training programs approve "endorsements" and need a place to enter Endorsement information for an individual. Does this mean that a representative from a training program should have authorized access to the application and data to approve an endorsement?

A: It has been determined Department staff will approve endorsements.

- 40) Section 3.3.C.3 indicates that fee reports will be needed. Exhibit A includes several requests for reports (Entire Section 3 and 4.9, 5.5). Does the Department have a preference for a reporting tool or is the Use of Microsoft Reporting Services acceptable?

A: All responses will be evaluated.

- 41) An interface with "Windows Active Directory" is required, what solutions are in place to use (if any) or is this the first time Active Directory will be used in your environment for website access?

A: Multiple directories currently exist with varying levels of integration. All responses will be evaluated.

- 42) "Zip code" pre-fill of city/state/zip is requested, does the department already have a standing contract with a zip code database provider or does this need to be included with the estimate?

A: The Department has an existing contract for zip code information.

- 43) There is one reference to "phase II" in the Trauma information. Is it correct that this proposal is for phase one only?

A: The reference to "phase II" is not correct. This is NOT a multi-phase project.

- 44) Generation of letters is required, are these PDF's that could/need to be saved on the server for history? Will a batch process be requested to "print all" for all requested letters? Will the system be required to email these to users that have email addresses or is print the only form of communication (it is only mentioned on "failure Notifications") or do you need the ability for all of the above?

A: Please address all of the above options in your proposal. All potential solutions should be detailed in proposals.

- 45) Is this a completely new business process? If not, please describe the portions of the process that exist today.

A: This is NOT a new business process. Presently Department staff enters all individual & service information into two distinct databases. Two distinct databases exist for EMS Service and EMS Providers.

- 46) Printing labels is requested. Since the web is not "print friendly" for labels (such as Avery). Could you please provide more information on the type of labels and what will be acceptable? (Will you only require an extract file that you put into an existing system for label printing or will you require us to provide one?)

A: All printing options will be considered.

- 47) Fees for labels are mentioned. What is the anticipated process for transactions? Will shopping cart functionality which includes SSL and credit card authorization through an online merchant account needed? Does the state have an existing account that will be used? If so, do you require a seamless connection to that account or an extract file?

A: No online payment system will be utilized. Upon completion of training, individuals will need to mail their checks to the Bureau of EMS to activate their certification.

- 48) Certification cards can be printed by the system, is this just a simple "print the screen" or are there other paper requirements/sizing issues that we would need to be concerned?

A: It has been determined certification cards will be printed by the Department not through the EMS System Registry.

- 49) Will this application carry the existing IDPH branding - look and feel? If not what creative elements will be provided for design?

A: We are open. All responses/options will be considered.

- 50) Does the DMAT system have a different security model? Will it run under the EMS system or actually be run separately?

A: No, it is incorporated into the EMS System Registry.

- 51) Was a third party provider involved in the creation of this RFP and if so, is that provider also bidding on the project?

A: No. No other entity was involved in the creation of this RFP

- 52) In Section 4.1 there is no reference to the Technical Proposal Response Format Form. Where should this Form be included?"

A: Please list the location of the Response Form's in your Table of Contents. Putting it near the front of the proposal would be nice.

- 53) "Is there a business need driving the August 31, 2005 completion date?"

A: The completion date is a result of federal requirement.

- 54) Is the Department requesting the vendors to include the cost of servers in the cost of their proposal?

A: At a minimum, we need your recommendation on exact configuration of hardware only, stated as generically as possible. The State typically buys hardware from vendors already on contract such as Hp, Dell, IBM, and Gateway or the State competitively bids the hardware separately. You may quote prices but only as an option. Hardware must not be part of the cost of your proposed solution, unless it is so stated in your technical proposal that only a specific piece of hardware is capable of supporting the solution and if it is only available from you. In which case, the hardware should be specifically itemized in your cost proposal.

- 55) Re: *3.3-B-Import of Test Data*. Is this a one time or on-going import; is there also a synchronization process as well if it is on-going?

A: This will be an on-going event.

- 56) Re: *3.3-C-Item 2-Fees*. Is this application required to collect fees, process credit cards etc?

A: Application needs to track fees. Credit Card processing is not viable at this time. See also answer to question # 9.

- 57) Re: *Exhibit A-2.2 - Data Migration*. What database platform will the original data be migrated from?

A: MS SQL and ACCESS.

- 58) Will a subject matter expert be available to do the data mapping?

A: Yes. See also question 12.

- 59) Re: *Exhibit A-3.2 - Reporting – Frequency*. Provide better clarification.

A: Unsure as to what is being asked

- 60) Re: *Exhibit A-3.17- Certification Cards – Specs & Size*. Provide better clarification.

A: Printing off Certification Cards will be done by the Department.

- 61) Re: *Exhibit A-R3.1-Rule – changing wording*. Does this mean changing the template wording or each individual letter?

A: All proposed solutions will be considered.

- 62) Re: *Exhibit A-5.1-“big system”*. Provide better clarification as to what is meant by “big system”.

A: Training needs will be better defined after solution is selected.

- 63) Re: *Exhibit A-5.1 & Exhibit B-6.0 – Training*. What, if any, requirements are there for training; Content development; E-learning; Help files?

A: Applicant should detail all options and include in work plan. See also answer to question 13.

- 64) Re: *Exhibit A-17.2 - Third party vendor file*. Provide better clarification on “This file is tied to an event”. What event? How will the file upload be initiated? Automatically or manually?

A: The event is test completion. All proposed solutions will be considered.

- 65) Re: *Exhibit A-20.3 - Data type*. What are the valid data types for these fields?

A: All proposed solutions will be considered.

- 66) Would the State please provide a list of documents and correspondence usually produced during the application process that will be required for this project?

A. Various letters are generated to individuals and services seeking DEPARTMENT recognition.

- 67) Would the State define the number of concurrent user licenses that are required? That is; core staff that will be accessing the system on a regular/frequent basis.

A. The number of regular users of the system could be in the hundreds.

- 68) Exhibit B, Item 2.3 states that there will be approximately 3,500 users on the system. Exhibit B, Item 6.2 goes on to state that the ‘Training plan should include the Bureau of Information Management training the IDPH business users, who will then train the clinics and volunteers.’ With this approach to ‘Train-the-Trainers’, how many total staff would the selected vendor be training?

A. This number is not known at this time.

- 69) Should the State staff be trained in report writing so they can do produce all necessary reports or should the vendor perform the report set up for all reports included in a list of required reports?

A. The Department will provide the successful bidder a list of the required reports. The bidder should select a reporting ‘product’ that is widely used so staff has multiple options in receiving further training.

- 70) Would the State provide a list of all required reports?

A. A finite list is not in place at this time.

- 71) How many State staff will be assigned to this project? What are their roles?

A. The number of staff is not static. A subject matter expert as well as staff specializing in infrastructure and data base administration will be available to the project and other staff as needed.

- 72) Would the State allocate a person to act as the application administrator for the duration of the project and during production implementation?

A. See previous response to Question 71.

- 73) “In various areas of the RFP the State has stated varying degrees of participation in the project by the State, i.e. Item 3.2.M (... under State supervision) and Item 3.2.N (... working as partner with IDPH and assisting’)

Our approach in any given project is to partner with the agency. In large part, this includes providing the flexible tools (the application itself) so that changes are easily made to adapt to changes in State mandates, i.e. code or fee changes or changes in the way the State does business. In addition, our approach includes providing the necessary transfer of skills thereby allowing the State to make changes to the system without future vendor intervention. These contribute to an overall lower Total-Cost-of-Ownership (TCO).

Having said this, would the State like us to provide options, and the associated costs, based on say, 20% or 35% involvement set-up by the State on the project? Along with that, shall we also provide the associated breakdown of what 20% - 35% State effort equates to in Full-time Equivalents (FTEs) based on our past experiences?"

A: All proposed solutions will be considered

- 74) What is the State timeline for the start and completion of project implementation?

A: A date to go 'live' with the system has not been established.

- 75) Does the selected system need to interface with any other external systems? I.E: accounting, cashiering, etc?

A: The Department is not aware of any interfacing needs at this time unless identified elsewhere in the RFP.

- 76) The State has stated that it is mandatory that the proposed solution be based on a Microsoft SQL and .NET technology. Will the State consider a proven Commercial-off-the-Shelf (COTS) solution not written on a .NET platform but instead using Java/J2EE? A COTS solution that functions quite efficiently in environments that also have .NET, and can effectively communicate with them?

A: All submitted responses will be evaluated.

- 77) Relative to this project, has the State had any meetings or discussions with any vendors within the last 9 months? If so, which vendors and when?

A: No. Nor was any potential bidder or other entity involved in the creation of this RFP.

- 78) In Section 4.1 there is no reference to the Technical Proposal Response Format Form. Where should this Form be included?

A: There is no form but an outline is provided.

- 79) In Exhibit A there is Item 10.0 Service Registration-Rules but there are no Requirements under Item 10.0. Item 11. Service Registration has its own set of Rules. Are we missing Requirements for Item 10.0?

A. No. The RFP is complete.

80) In Exhibit A under Item 9.6 should there be a 'Required' or 'Optional' priority?

A: Yes, it should be 'required'.

81) In Exhibit A there is only one Item 2.9 with an 'Optional' priority. Is this correct?

A. Yes

82) In Exhibit B Items 3.5 and 3.6 are 'Not Required'. Is this correct?

A: Yes

83) The RFP does not specify that the work is to be done on site at IDPH so can we infer that the onsite work can be limited to the time needed for meetings and deployment as called for in the work plan?

A: This is yet to be determined. Time onsite should be estimated at 25%.

84) For the requested tracking, will you require a complete history of all individual and team information?

A: Yes

85) To assist in creating a server configuration, what is the estimated amount of information, required detail tracking of system information? What is the number of users for the new system (1000 individuals, but how many teams, how many certifications, etc.?)

A: There is potential for thousands of users.

86) Converting existing data from a current system is required, what is the current format/structure of the system (Microsoft SQL, Access, other). How many records must be converted? Is this all current data, historical data, or both ?

A: MS SQL and Access. Data is both current & historical. Approximately 40,000 records will need to be converted.

81) An interface with "Windows Active Directory" is required, what solutions are in place to use (if any) or is this the first time Active Directory will be used in your environment for website access?

A: Relevant information will be supplied to the successful bidder after contract signing regarding specific Bureau security structure. Full Integration with Active Directory is not required, but may be suggested as part of bidder response.

- 82) Regarding the Cost Proposal Response Format, what is the purpose of breaking the cost down into six components? Will incremental payments be made to Vendor based upon completion of each of the six components?

A: The Department wants to assess the bidder's allocation of time & resources. Payment arrangements will be discussed upon awarding of the contract.

- 83) What are the definitions for each of the six components of the project, as specified in the Cost Proposal Response Format? Specifically, how are solution development and implementation defined?

A: The Department believes the components of the project are clear and require no further explanation.

- 84) Exhibit A, Section 4.1 – Please specify the document(s) containing the Bureau of Information Management's standard security infrastructure that is to be used and where the document can be accessed.

A: This information will be shared with the successful bidder.

- 85) Does this project need to be executed onsite?

A: No

- 86) Would there be a need for onsite support?

A: This is yet to be determined. Time onsite may be estimated at 25%.

- 87) Are you looking at a specific product that would cater to your requirements? Do you have any preferences for a specific Commercial Off-the-shelf Software (COTS)?

A: Yes, we are seeking a product that will meet our requirements. We have no preference on COTS. Solution must meet all requirements.

- 88) Can we propose custom application development to meet your requirements?

A: Yes

- 89) Who prepared the business requirements document?

A: IDPH Department Staff

- 90) Data conversion – What is the source for the data? Please provide data volume details in terms of number of tables/records.

A: MS SQL Server & MS Access. Approximately several tables and 40,000 records will need to be converted.

91) What is the preferred application server? (Please include version)

A: Microsoft SQL Server

92) Section 3.2.M requires the contractor to convert existing data into the proposed solution but there is no additional information about the existing data. Could you please provide details around the source data (is it in SQL Server or some other format)? Can you please estimate the volume of the data? Will the Department of Public Health be responsible for cleaning the source data?

A: The present certification database resides in ACCESS. Service information entered into CTRE resides in MS SQL. Approximately 40,000 records will need to be moved to the new system. The DEPARTMENT will work with the successful bidder to clean the data.

END OF AMENDMENT ONE



Iowa Department of
Administrative Services

General Services Enterprise

Thomas J. Vilsack, Governor
Sally J. Pederson, Lt. Governor

Mollie K. Anderson, Director
Patrick J. Deluhery, Chief Operating Officer

Thursday, March 03, 2005

To: All Potential Bidders

From: Ashley Super, Purchasing Agent III
Phone: 515-281-7073
E-mail: Ashley.Super@iowa.gov

RE: **AMENDMENT TWO** to RFP #BD80500S326 for EMS System Registry

Please amend aforementioned RFP to correct some of the answers given to questions listed in Amendment One as follows:

**Question # From
Amendment # 1**

#48. Certification cards can be printed by the system is this just a simple "print the screen" or are there other paper requirements/sizing issues that we would need to be concerned?

Corrected Answer: Certification cards will be printed only by the staff at the Iowa Department of Public Health through the Registry. The certification cards will need to be a standard wallet size card. However, the specific requirements/sizing will be addressed at the time the contract is awarded.

#60. RE: Exhibit A-3.17 – Certification Cards – Specs & Size.
Provide better clarification.

Corrected Answer: The certification cards need to be a standard wallet size card and specifications regarding requirements/sizing will be addressed at the time the contract is awarded.

#69. Should the State staff be trained in report writing so they can do produce all necessary reports or should the vendor perform the report set up for all reports included in a list of required reports?

Corrected Answer: The vendor should develop all required reports for the system according to Section 3.0 for EMS and 4.0 for DMAT.

#74. What is the State timeline for the start and completion of project implementation?

Corrected Answer: The start date will be as soon as possible after the contract has been awarded. The completion is federally mandated and needs to be completed by August 31, 2005.

END OF AMENDMENT TWO

Abstract of TECHNICAL Proposals Rec'd to RFP # BD80400S326 IDPH EMS Registry, March 14, 2005

Vendor:	AgreeYa Solutions	Med-Media, Inc	Quiology	Two Rivers	QCI	Precision Consulting
City:	Folsom, CA	Harrisburg, PA	W Des Moines, IA	Des Moines, IA	Clive IA	Milwaukee, WI
Proposal Contact:	Anand Rajan	John Hrabovsky	Darcy Otis	Barry Bruner	Edward Koufer	Roger Rouse
Fax:	916-294-0033	717.795.7762	515 457 2601	515-557-2027	515-440-4961	414-347-1867
Ph:	916-294-0072	717.657.8200	515 457 2608	515-557-2030	515-440-4998	414-915-7513
email:	anand@agreeya.com	johnh@med-media.com	dotis@quiology.com	barryb@2rm.com	ekoufer@qci.com	trouse@wi.rr.com
Original and (6) copies		✓	✓	✓	✓	✓
Soft copy		✓	✓	✓	✓	✓
Separately Sealed Cost Proposal		✓	✓	✓	✓	✓
Public Copy (optional)		n/a	n/a	n/a	n/a	n/a
Positive statement to T&Cs	Cost Proposal was not Separately Sealed from Technical Proposal	✓	✓	✓	✓	✓
Proposal Certification		✓	✓	✓	✓	✓
Subcontractors		none	none	none	none	none
Cert on No Conflict of Interest		✓	✓	✓	✓	✓
Cert regarding Debarment		✓	✓	✓	✓	✓
Release Authorization		✓	✓	✓	✓	✓
Cert of Confidentiality		✓	✓	✓	✓	✓
References		✓	✓	✓	✓	✓
ACCEPT / REJECT:	REJECTED	ACCEPT	ACCEPT	ACCEPT	ACCEPT	ACCEPT

Abstract of TECHNICAL Proposals Rec'd to RFP # BD80400S326 IDPH EMS Registry, March 14, 2005

Vendor:	ABC Virtual	Salem Assoc.	Fulcrum Logic			
City:	W Des Moines, IA	Des Moines, IA	636 Morris Turnpike, Ste 2J, Short Hills, NJ 07078			
Proposal Contact:	Doug Klien	Hiram Houghton	Kapil Sharma			
Fax:	515-327-8867	515-243-0190				
Ph:	515-309-6021	515-243-0167	732.423.0533			
email:	doug.klein@abcv.com	hiram.h@salemassociates.com	Kapil@Fulcrumlogic.com			
Original and (6) copies	✓	✓				
Soft copy	✓	✓				
Separately Sealed Cost Proposal	✓	✓				
Public Copy (optional)	n/a	n/a				
Positive statement to T&Cs	✓	✓				
Proposal Certification	✓	✓				
Subcontractors	none	none				
Cert on No Conflict of Interest	✓	✓				
Cert regarding Debarment	✓	✓				
Release Authorization	✓	✓				
Cert of Confidentiality	✓	✓				
References	✓	✓				
ACCEPT / REJECT:	ACCEPT	ACCEPT	REJECTED			

Public Opening attended by: Hiram Houghton, Salem Associates. Opened and abstracted by Ashley Super, DAS GSE